

Aircraft Rental Overview



Hello

We are ***Hodge Flight Services, LLC*** providers of aircraft rental and other support services to student pilots, pilots and aircraft owners. Working with our partner **United Pilot Services, LLC** we offer a well equipped Cessna 172 aircraft for flight instruction, as well as general rental.

This brochure provides an overview of the aircraft rental. We are located at the **Concord Jet Center, 500 Sally Ride Dr., Suite 517, Buchanan Field (KCCR)**, in Concord CA.

Please contact us at **925-448-7378**, or via email at hodgeflightservices@comcast.net to discuss how we can meet your needs. Also, visit our website at hodgeflightservices.com to learn more about all of the services we provide.

Regards,

DeWitt Hodge

Whether you are a new student pilot just starting your flight training, interested in pursuing additional pilot ratings, or want to make your next cross country flight an enjoyable experience, we offer a well maintained and well equipped Cessna 172.



In addition to the standard features expected in an IFR equipped aircraft our 172 has ...

- A newly overhauled fuel injected Lycoming engine,
- JPI EDM-900 engine data management system,
- Garmin 750 GPS with NAV/COM radio
- Automated Dependent Surveillance Broadcast (ADS-B) in and out features providing nearby air traffic, and enroute weather information,
- Garmin Angle of Attack (AOA) Indicator - great for preventing inadvertent stalls,
- 406 MHz Emergency Locator Transmitter (ELT) actively monitored via satellite, and provides superior locating accuracy and notification if needed,
- Dedicated on-board iPad Mini with ForeFlight and Garmin Pilot apps that enhance flight planning and situational awareness (If you prefer you can use your own), and
- On-board Go-Pro camera to capture details of your flight

Specifications

Year / Model	1998, 172R
Rental Rate (Note 1)	\$135 per/HOBBS hour
Engine	Lycoming IO-360 L2A, fuel injected, 160HP
Useful Fuel Cap.	53 gals
Useful Load	795 lbs.
Max Speed	125 KTS
VFR / IFR Equipped	IFR

Note 1 - Hourly rental rate includes fuel, and 8.5% sales tax
 - Discounted block rates available

Equipment

Engine Data Mgmt.	JPI EDM-900 engine monitoring system with fuel mixture leaning function.
COM/NAV Radios	- (1) COM/NAV radio integrated into GARMIN GTN 750 GPS - (1) King KX 155A
GPS	- WAAS equipped GARMIN GTN 750
Transponder	- Garmin GTX 327
ADS-B In/Out	- GARMIN GDL 88 ADS-B Transceiver w/ Flight Stream Wifi
Angle of Attack	- Garmin AOA System
CDI	- (1) King KI 209A Indicator w/glide slope - (1) King KI 208 Indicator
Auto Pilot	- King KAP 140 Single Axis
ELT	- Ameri-King AK-450 406 MHz Satellite monitored Emergency Locator Transmitter
Weather Monitoring / Display	- Stormscope WX-950 Weather Mapping System. - ADS-B Flight Information Service-Broadcast
Electronic Flight Bag	- Apple iPad Mini II w/ ForeFlight and Garmin Pilot apps
Video Camera	Go-Pro Hero4 Silver

Aircraft Rental Requirements:

The terms and conditions for renting a **Hodge Flight Services, LLC** aircraft are as follows:

Please note: Requirements are subject to change.



All Parties

- Copy of current drivers license or passport
- Current Aircraft Rental Agreement
- Current Aircraft Renters Insurance
- Credit card and charging Authorization Form on File
- Scheduling system log-in account

Licensed Pilots

- Current private pilot license & medical
- Current instrument rating if flying IFR/IMC
- Aircraft orientation/check ride completed with a **Hodge Flight Services, LLC** approved CFI

Student Pilots

- Flight instruction with a **Hodge Flight Services, LLC** approved CFI
- Proof of log-book entry/sign-off prior to solo flight
- Proof of current medical prior to solo flight

Aircraft Rental Insurance:

Aircraft renters are financially responsible for aircraft damage and loss of use up to \$10,000, as well as all property damage, and bodily injury due to pilot error and/or negligence.

To minimize direct financial liability aircraft renters are required to obtain and maintain aircraft rental insurance with at least the minimum coverage noted on the next page. This aircraft renters insurance requirement applies to licensed and student pilots, as well as flight instructors.

Proof of current insurance coverage must be on file with ***Hodge Flight Services, LLC*** prior to scheduling flights.

A list of recommended aircraft insurance brokers is available. However, you are free to obtain coverage with any insurance carrier you choose.



Minimum Aircraft Rental Insurance Coverage:

Aircraft Rental Insurance Minimum Requirements & Information to be Provided


Copy of policy non-owner aircraft liability insurance binder or summary that includes the following:

Insurance Carrier	Name of policy insurance carrier
Policy Number	Policy number assigned by insurance carrier for coverage provided
Policy Effective Date & Period	Policy must be in effect for the period covering aircraft usage. For student pilots it is recommended coverage period should be at least 6 months
<u>Minimum Aircraft Liability Coverage</u>	\$250,000 each occurrence bodily injury, and property damage limited to \$25,000 each passenger
Aircraft Physical Damage	\$10,000
Loss of Aircraft Use	\$10,000

Suggested Aircraft Rental Insurance Carriers:



Aircraft Scheduling:

To schedule aircraft for rental you must have a customer profile on file with **Hodge Flight Services, LLC** and an user account with  **Flight Circle**. There is no charge for the user account, and we will take the appropriate steps to get you setup. You can also sign up for a Flight Circle user account by entering the following link in your browser and completing the on-line form.



 **Flight Circle** User Account Setup link: <https://flightcircle.com/associate/d21622b06dba>

Rental Rates & Payment:

- The standard aircraft rental rate is: **\$135 per/HOBBS hour** including fuel and 8.5% sales tax.
- A discounted block rate is also available.
- The preferred method of payment is by credit card using Flight Circle's secure payment system. No credit card information other than the card's last 4 digits and expiration date are stored once entered into the Flight Circle system.
- Alternatively, arrangements can be made to establish a credit account with **Hodge Flight Services LLC**. However, credit accounts will require a credit/debit card, or cash balance on file.

Aircraft Rental Block Rate Program:



To make flying more economical we are pleased to offer clients a block rate for aircraft rentals.

Discounted Hourly Rate	Minimum Contract Hours	Advanced Payment
\$129 (including fuel & sales tax)	10	\$1,290

Contact us to discuss your specific requirements

Aircraft Rental Agreement

This aircraft rental agreement (“Agreement”) is entered into between **Hodge Flight Services LLC** “Lessor”, and the individual whose full legal name is: _____ “Lessee” and whose address appears on the Pilot Information Form included herein. The Lessee named in this Agreement will be the intended renter and operator of the Lessor’s Cessna 172R , N9520D “Aircraft” and is prohibited from renting the Aircraft on behalf or for the use of, any individual(s) unless explicitly approved in advance in writing by Lessor or their Representative. Lessee attests they are at least 21 years of age and hereby agrees to be legally bound to, and promises to follow the terms and conditions set forth in this Agreement and appendices, during use of aircraft. In addition, Lessee agrees to assume the financial responsibilities and liabilities outlined in the Terms and Conditions of this Agreement and appendices.

Terms and Conditions:

1. Pilot Qualifications & Approval to Rent Aircraft. In accordance with requirements enumerated in **Appendix A**, prior to scheduling, renting or operating the Aircraft Lessee shall:

- (1) Meet and maintain all pilot qualifications defined in FAA regulations,
- (2) Complete a pilot check-out review when required, and
- (3) Ensure their pilot fitness, flight conditions and aircraft airworthiness meet requirements to safely complete all flights.

2. Lessee Account. Lessee is required to establish and maintain in good standing a Lessee Account as prescribed in **Appendix B**.

3. Aircraft Insurance & Lessee Responsibilities. Prior to scheduling, renting or operating aircraft Lessee shall obtain, maintain and provide proof of non-owner aircraft insurance, or other equivalent insurance to satisfy the following requirements:

- (1) Lessee shall have aircraft liability insurance to cover Lessee financial responsibility for aircraft damage and insurance deductible, as well as property damage or bodily injury liability due to pilot error or negligence.
- (2) This aircraft insurance shall have a minimum coverage of:
 - (i) \$250,000 for each occurrence bodily injury and property damage; limited to \$25,000 per passenger, and
 - (ii) \$10,000 aircraft physical damage during aircraft movement and in-flight, as well as aircraft loss of use.

4. Aircraft Scheduling, Usage Period & Cancellations. Lessee to comply with and follow aircraft rental scheduling, cross country / overnight usage and cancellation policy and process outlined in **Appendix C**.

5. Aircraft Rental Billing & Check In. Aircraft rental payment is due in full at the end of the rental period, or as arranged with Lessor. Lessee shall comply with procedures and requirements associated with aircraft rental billing, payment and check in outlined in **Appendix D**.

6. Aircraft Operations. Lessee shall comply with the applicable Aircraft Operating Procedures, and requirements detailed in **Appendix E**. Failure to do so may result in Lessee being financially responsible for resulting loss, damages, and/or injuries, as well as suspension of rental privileges.

7. Aircraft Care & Damages. At the end of the rental period, Lessee agrees to return the aircraft in the same condition it was received. In addition, Lessee agrees not to cause to be broken, tamper with, attempt removal or modification of any aircraft equipment or associated components provided with the aircraft. Lessee is required to remove all trash and empty containers, as well as clean spills or soiled material in the cabin and luggage/cargo area prior to check-in at the end of the rental period. A cleaning fee will be added to rental charges if additional cleaning is required.

Lessee is financially responsible for up to the first \$10,000 in aircraft repairs, including but not limited to:

- (1) Landing gear, firewall and/or tires due to excessively hard landing or loss of control.
- (2) Control surfaces, wings, elevator, flaps, and rudder due to loss of control, exceeding the aircraft's operating limits, or failure to properly secure the aircraft when parked.
- (3) Propeller due to propeller strikes resulting from pilot error, loss of control or negligence.
- (4) Battery due to leaving master switch engaged.
- (5) Tire(s) due to excessive break application or taxiing loss of control causing damage.

Notwithstanding the above listed situations, based on information that demonstrates pilot error or negligence, the Lessor or their Representative at its sole discretion reserves the right to determine and assign responsibility for aircraft damages.

8. Aircraft Emergency Repairs. Emergency repairs are defined as aircraft repairs necessary due to FAA regulations and/or flight conditions, as well as mechanical failure or damage that make it impractical or unsafe to continue flight. Should emergency repairs be needed, Lessee shall, if safe and practical, land at the closest airport with repair services. Otherwise, Lessee shall land at the closest airport or landing site available. Lessee shall also contact the Lessor or their Representative as soon as practical. If unable to reach the Lessor or their Representative and repairs can be affected for \$500.00 or less, Lessee is authorized to pay repair charges and the Lessor or their Representative will reimburse them upon submission of receipts. Under no circumstances shall Lessee attempt any repairs without prior consultation with and approval by the Lessor or their Representative. Other than aircraft repair expenses, Lessor is not responsible for any other expenses Lessee may incur due to the aircraft being grounded for emergency repairs. In addition, Lessor is not responsible for providing or arranging alternate transportation.

9. Aircraft Seizure or Forfeiture. Should the Aircraft be seized or forfeited due to Lessee action (illegal or otherwise) Lessee agrees to pay Lessor an amount equal to four (4) hours per day at the standard published rental rate for each day the aircraft is held out of services. The total payment is not to exceed the fair market value of the aircraft at the time of the seizure or forfeiture. Lessee also agrees to pay all legal expenses (including attorney's fees, and court cost(s) incurred, and fines/penalties paid in order to recover the aircraft), as well as all other fees and expenses levied against the aircraft.

10. Indemnity, Waiver & Release. Lessee agrees to indemnify and hold harmless the Lessor and their Representative from all liabilities, losses, injuries, damages and claims of Lessee or third parties arising out of or resulting from Lessee's operation of the Aircraft. This includes, but is not limited to all costs, attorney's fees and expenses incidental thereto, which may be suffered or incurred by, or charged to, Lessor by reason of any loss or damage to any property, or injury to, or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee of any covenant or condition of this Agreement. Lessee understands there is a risk of injury in aircraft operations and participating in aviation activities. While FAA regulations, Agreement requirements, and Lessee care and discipline may reduce the risk, the risk still exists and is accepted and assumed by Lessee. Lessee therefore knowingly and freely assumes all such risks, both known and unknown, and however they arise.

11. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any duties hereunder will be settled by binding Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All hearings will be held in Contra Costa County, California before an Arbitrator who is a licensed attorney with at least 10 years of experience in commercial law. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction, and may include an award of reasonable attorney's fees and legal costs to the prevailing party. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them pursuant to the Mediation Rules of the American Arbitration Association. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed

to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute.

The parties agree to also meet and negotiate in good faith in order to resolve any disputes that may arise between them. The failure by a party to submit to the dispute resolution procedures of this section shall constitute a waiver by said party of all rights to recover its attorney's fees or other legal costs.

12. Agreement Integration & Termination. This Agreement constitutes the entire Agreement between Lessor and Lessee, and as of its effective date supersedes all prior written or oral agreements between Lessor, their Representative and Lessee related to the renting of the Aircraft. Any changes or modifications to the Agreement must be in writing signed by the Lessor or their Representative and Lessee. This Agreement shall be continuing and shall control each use of the Aircraft by Lessee until terminated in writing by the Lessor, their Representative or Lessee.

13. Agreement Default. If Lessee defaults in the performance of any of his/her obligations under this Agreement, the Lessor or their Representative shall, at its option and without further notice to Lessee or other third parties, have the right to terminate this Agreement and repossess the aircraft using such force or means necessary without being deemed guilty of trespass, breach of peace or forcible entry or subjection to detainment. The Lessor's right to exercise the foregoing actions shall not prejudice or prevent Lessor from also pursuing and other remedy by law or equity. Furthermore, Lessor or their Representative reserves the right to refuse rental of the Aircraft at any time, without explanation or notice.

14. Records & Proof of Currency. Lessee shall keep current, as well as in a timely fashion submit and/or communicate changes to regarding, the following information and documents:

- (1) Address and contact information (telephone(s), email address, alternate/emergency contact, etc.),
- (2) Pilots certificate status changes including additional ratings,
- (3) Aircraft non-owner or equivalent insurance renewal confirmation (including copy of renewed policy), and
- (4) Credit/debit card renewal and/or change information.

15. Communications & Notifications. Generally, communications regarding the Aircraft's rental, operations and/or maintenance issues are to be directed to the Lessor or their Representative via telephone, or email included below. However, communications that is time sensitive, urgent or emergency nature can also be directed to the Lessor via telephone or text messaging. Termination and/or issues regarding this Agreement, or of a legal nature shall be communicated in writing and sent to the Lessor and their Representative via email, postal mail, or national courier service.

Lessor / Lessor Representative Contact Information:

- Primary Contact: DeWitt Hodge
- Telephone / Text Number: 925-448-7378
- Email Address: Hodgeflightservices@comcast.net
- Mailing Address: 640 Bailey Road, #487, Pittsburg CA. 94565

I have read, understand and agree to be bound to the covenants, restrictions and requirements detailed in this Agreement. I also acknowledge receiving a copy of this Agreement on this date: _____

Lessee Name:	DeWitt Hodge, Hodge Flight Services LLC Lessor / Lessor Representative:
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Signature:	Date:	Signature:	Date:
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PILOT REQUIREMENTS & RESPONSIBILITIES

Appendix A

1. Pilot Qualifications. Lessee shall:

(1) Hold and have in his/her possession, when operating the Aircraft; (i) a valid and current FAA pilot certificate, (ii) a current FAA medical certificate, and (iii) a current government issued driver's license or passport. Lessee must have passed a FAA-approved biannual flight review (BFR) within the past twenty four (24) months. In addition, Lessee must have and be current with all FAA required ratings and currency requirements applicable to conducting intended flights.

(2) Provide and maintain with Lessor or their Representative a current copy of their FAA pilot's certificate, medical certificate, and driver's license or passport, pilot ratings and experience information identified on the Lessee Pilot Information Form. Changes and/or enhancement to qualification can be documented and submitted via updates to the Pilot Information Form.

(3) Meet all FAA regulatory qualifications, requirements and operating limitations/restrictions prior to and during the operation of the Aircraft.

2. Pilot Check-Out & Approval to Rent. Prior to being permitted to schedule, rent, or operate the Aircraft, Lessor or their Representative reserves the right to require that a Pilot Check-Out be completed by Lessee with an authorized certified flight instructor (CFI) at Lessee's expense. The Pilot Check-Out is mandatory for any Lessee who: (i) has not previously rented the Aircraft, (ii) has less than 100 hours in the make/model aircraft rented, or (iii) has not flown the make/model in more than 180 days.

(1) The Pilot Check-Out shall consist of ground and flight instruction, and review of the Aircraft.

(2) The Pilot Check-Out ground instruction and review will cover aircraft preflight, performance limitations, systems, V speeds, emergency procedures, equipment/avionics operations, and home airport operations. Instruction will also cover procedures for aircraft scheduling, flight documentation/log completions, and aircraft return/stowing.

(3) The Pilot Check-Out flight review will evaluate Lessee's ability to safely fly the aircraft and operate its systems consistent with FAA standards and requirements.

(4) At the CFI's recommendation, Lessor or their Representative reserves the right to require additional pilot training and/or Pilot Check-Out to confirm standards and/or requisite skill level requirements are met, and/or to restrict Lessee rental to specific flight conditions. If needed, Lessee will be responsible for coordinating additional pilot training and/or Pilot Check-Out with an authorized CFI.

(5) Lessee will be charged for CFI and aircraft rental time at the prevailing rates.

3. Pilot Fitness for Flight. Notwithstanding the terms and conditions of this Agreement, Lessee is responsible for determining and acting accordingly regarding their fitness to operate the Aircraft as pilot in command (PIC). Lessor or their Representative reserves the right to cancel a Lessee's rental reservation and/or flight in the Aircraft if there are concerns regarding pilot fitness.

Lessee shall not operate the Aircraft if they have used intoxicating beverages, liquor, tranquilizers, sleep-inducing medications or any other medications or substances that may compromise or affect Lessee's judgment or motor skills within twelve (12) hours prior to the commencement of a flight. In addition, Lessee shall not operate the Aircraft if they suffer from any physical or mental impairment that would affect the safety or wellbeing of the passengers or the aircraft.

4. Aircraft Pre-Flight Inspections and Preparation. Lessee is responsible for taking appropriate steps to confirm the aircraft's airworthiness and ability to meet the requirements of the intended flight. In addition, Lessee is required to gather and use all information necessary to plan the flight and safely arrive at the intended destination. Lessee shall not proceed with, or continue a flight if conditions are identified and/or arise that exceed the aircraft's capabilities, or Lessee's piloting skills, experience and/or rating.

A). In preparation for a flight Lessee shall:

(1) Personally conduct an aircraft pre-flight inspection in accordance with the aircraft's check-list and the aircraft's Pilot Operations Handbook (POH). This is to include ensuring the aircraft has sufficient fuel and oil, as well as confirm all necessary aircraft systems components are operational to safely conduct the flight and safely arrive at the intended destination. Any aircraft discrepancies or damage discovered during the pre-flight inspection should be noted in the aircraft's squawk log. Aircraft damage or safety of flight issues must be immediately reported to Lessor or their Representative. Failure to do so may result in Lessee being financially responsible for repairs.

(2) Review the aircraft's squawk log to become acquainted with known aircraft squawks and determine if and/or how these squawks may impact safe operations of the aircraft, or safe completion of the intended flight.

(3) Confirm the round trip duration of the flight will not exceed required aircraft inspection times and dates.

(4) Obtain, prior to commencing the flight, weather forecasts and/or flight briefing(s) to confirm that intended destination, en-route and alternate weather conditions meet Visual Flight Rules (VFR) minimums. Flight in IFR conditions must not exceed the aircraft's capabilities and are only permitted by Lessee with a current Instrument Flight Rules (IFR) rating.

(5) Obtain and/or confirm information regarding Temporary Flight Restrictions (TFRs) and other conditions (like airport, runway or services closures) that may impact intended and alternate destination, as well as en-route flight path.

(6) Prior to the start of the aircraft engine, conduct a pre-flight briefing with all passengers. The briefing should include review of seat belt use/operations, emergency exit(s), emergency procedures, and use of headsets/communications. Lessee should also advise passengers when sterile cockpit conditions (no talking / distractions) are in effect.

5. Flight Conditions.

(1) NIGHT FLIGHTS – Lessee is prohibited from conducting any portion of a flight under FAA defined night conditions unless they:

- a) Have conducted a Night Flight Check-Out with an authorized CFI, and received approval,
- b) Have a minimum of 15 hours of night flight time logged as PIC and are night current, or
- c) Have a current IFR rating and are night current.

(2) MOUNTAIN FLIGHTS - Lessee is prohibited from conducting any portion of a flight within mountain terrain, and/or to/from airports in mountain terrain unless they have received and logged formal Mountain Flight Training, or have completed a Mountain Flight Check-Out with an authorized CFI. This restriction does not apply to en-route flight over mountain terrain at a safe altitude for the conditions, and within the performance capability of the aircraft.

(3) IFR FLIGHTS – Lessee is prohibited from conducting any portion of a flight in and/or into IFR/IMC (Instrument Meteorological Flight Conditions) unless they have a current IFR rating and conditions do not exceed the operating and performance capabilities of the aircraft.

LESSEE ACCOUNT

Appendix B

1. Lessee Account. Rental of the Aircraft will require Lessee to establish a Lessee Account with the Lessor or their Representative. This account will be used to:

- (1) Document and provide a permanent record of Lessee's aircraft rental transactions including dates, time and duration of aircraft rentals, charges/expenses incurred, charges/expenses paid, and any outstanding balance or credits.
- (2) Record Lessee cash/credit card transactions, deposits, and credits due.
- (3) Record and track the status of Lessee documents required to be on file (Rental Agreement, Pilot Information Document, renter's insurance policy information), and applicable expiration /due date.
- (4) Generate Lessee billing invoices and account statements.

AIRCRAFT SCHEDULING, USAGE PERIOD & CANCELLATIONS

Appendix C

1. Aircraft Scheduling & Cancellations. The primary method for scheduling, modifying and cancelling the Aircraft rental reservations, as well as aircraft check-in at the end of the rental period, is via an on-line scheduling system. An approved Lessee that meets the Agreement terms and conditions will be provided a scheduling system account and log-on ID/password.

(1) Aircraft Scheduling – Lessee shall use their scheduling system user account to request, modify and cancel Aircraft reservations. If unable to access scheduling system user account, Lessee may contact Lessor or their Representative in writing (text or email message) to make and/or modify reservations on the Lessee's behalf.

However, notwithstanding scheduling assistance by others, Lessee is ultimately accountable for ensuring Aircraft reservations are scheduled correctly.

(2) Lessee Schedule Cancellations, Late Arrival and No Shows – Lessee shall cancel aircraft scheduled rental reservations as soon as practicable if the reserved time cannot be kept. Failure to cancel a scheduled reservation at least (12) hours in advance may result in a cancellation charge not to exceed ½ the rental period scheduled at the published standard hourly rental rate. Special consideration will be given to shorter time cancellation notifications due to weather, or other circumstances beyond the Lessee's control.

Failure to show up for a scheduled reservation and provide no cancellation notice may result in a charge for the full rental period scheduled at the published standard hourly rental rate.

(3) Aircraft Overnight /Cross Country Trip Scheduling – Lessee may schedule and rent the Aircraft for a period of up to 5 consecutive calendar days in connect with a cross county trip. Lessee will be charged for the HOBBS hours accumulated, plus up to a (4) hour per day overnight charge at the arranged rate.

However, the total per day charge including HOBBS hours and overnight charge will not exceed (6.5) hours per day.

(4) Aircraft Overdue Notification and Action – Lessee shall notify Lessor or their Representative at the first possible opportunity and via whatever means available including but not limited to telephone, voice mail, text or email messaging, or third party notification if aircraft arrival will be more than (1) hour past the scheduled arrival time. Lessee failure to provide notification within this time period may cause a penalty charge of up to (2) hours at the published standard aircraft rate for every hour the aircraft has not arrived at its home base.

Failure to notify Lessor or their Representative within (2) hours past the scheduled arrival time will cause the appropriate authorities to be notified the Aircraft is presumed lost or missing. In turn, this notification may initiate search and rescue efforts and/or law enforcement investigation.

(5) Scheduling System Access Issues – Lessee may contact Lessor or their Representative to schedule, modify or cancel an aircraft rental reservation due to on-line system technical issues, or other circumstances. However, Lessee is responsible for verifying their requested scheduled reservation, change or cancellation was properly entered as soon as able.

(6) Aircraft Schedule Cancellation By Lessor Representative – Lessor and their Representative reserves the right to deny, cancel or modify aircraft scheduling reservations. Should this be necessary, Lessee will be contacted as soon as practicable via the contact information provided by Lessee.

LESSEE ACCOUNT BILLING & AIRCRAFT CHECK IN

Appendix D

A. Lessee Account Billing

1. Aircraft Rental Billing, Payment, Charges & Fees. Aircraft rental payment is due in full at the end of the rental period, or as arranged with Lessor. The total rental charge will be calculated based on one or more of the following items:

- a) **The rental period duration** (determined by the difference between the HOBBS meter beginning and ending times).
- b) **The rental period rate** (based on the current published standard aircraft hourly rental rate or the Lessee approved discounted/block time rate), and includes both the cost of fuel, as well as Contra Costa County, California State sales tax if applicable.
- c) **Overnight / Cross Country fees** (based on the HOBBS hours used per day, plus up to (4) hour per day overnight fee, multiplied by the published standard rate or Lessee approved discounted/block time rate). However, total hours charge not to exceed 6.5 per day.

(Sample calculation assuming 3 HOBBS hours used + 3.5 overnight fee hours x \$135 hourly rate = \$877.5 total charge for the day)

- d) **Other applicable charges / fee** due to Agreement violations including but not limited to:
 - Failure to cancel aircraft reservations
 - Failure to notify Lessor or Lessor Representative of delayed arrival past scheduled time period
 - Failure to clean aircraft cabin after use
 - Aircraft mechanical issues caused by Lessee/pilot error or negligence
 - Aircraft transport or ferry expense resulting from incident caused by Lessee /pilot error or negligence

NOTE: *Lessee is solely responsible for any and all charges incurred from search and rescue activity and/or law enforcement investigation due to failure to notify Lessor or Lessor or their Representative within 2 hours past the scheduled arrival time.*

2. Lessee Financial Responsibility. As outlined in other sections of this Agreement, Lessee is financially responsible up to the first \$10,000 in aircraft damage repairs due to pilot error or negligence. Based on information that demonstrates pilot error or negligence, Lessor or their Representative, in its sole discretion, reserves the right to determine and assign responsibility for aircraft damages. If such damage is determined to be the responsibility of Lessee, Lessor or their Representative will obtain an estimate of repairs at a maintenance facility of its choosing and notify Lessee of charges to be paid. Lessee will be responsible for paying charges and/or coordinate payment of charges with their insurance agent/carrier.

B. Aircraft Check In

At the conclusion of the rental period Lessee shall:

(1) Determine and submit the rental period duration based on the HOBBS meter readings to the highest 10th hour. Failure by Lessee to note the beginning and/or ending times, or failure to submit accurate rental period duration will result in determining the duration based on available information, including the scheduled flight period. Lessee 's account will be charged for the rental period duration based on the calculated HOBBS hours used to the highest 10th hour multiplied by rental period standard, or approved discounted/block rate.

(2) Enter the ending Tach and HOBBS times onto the Aircraft Log Time Sheet in the Aircraft Log Book for each flight completed.

LESSEE ACCOUNT BILLING & AIRCRAFT CHECK IN
Appendix D

B. Aircraft Check In (continued)

(3) Return the Aircraft Log Book, keys, and any portable equipment (headsets, GPS, radio, iPad and/or video camera(s) etc.), or other materials included with the aircraft rental to the designated location or the Lessor or their Representative. Should after hours arrival occur, Lessee to make special arrangements with the Lessor or their Representative regarding securing and return of the log book, keys, portable equipment and materials.

(4) Submit the amount and original receipts for fuel and/or oil purchased at non-home airport locations during the rental period. Lessor or their Representative will reimburse/credit Lessee's account for the cost of fuel at the home airport (KCCR) prevailing price per gallon rate. Any fuel expense balance above this amount will be borne by Lessee.

(5) Be responsible for paying any non-home airport (KCCR) usage, hangar and/or tie down fees and taxes incurred.

(6) Promptly remit payment for the aircraft rental invoice received, or as arranged with the Lessor. Payment not received within 10 business days of the invoice date will be past due and may result in suspension of aircraft rental privileges until paid. Lessee invoice payment can be made by any of the following ways:

- a) On-line scheduling system credit card payment, or
- b) Payment directly to Lessor or their Representative via
 - Lessee account debt (assuming sufficient funds to cover payment),
 - Cash or check, or
 - Debit, Credit or PayPal charge

AIRCRAFT OPERATIONS

Appendix E

1. Aircraft Operations. In addition to complying with the other terms and conditions set forth in this aircraft rental agreement, the following operating instructions are to be adhered to. Failure to do so may result in Lessee being financially responsible for any resulting loss, damages, or injuries, as well as suspension of rental privileges.

A). When renting the Aircraft Lessee shall:

- (1) Follow aircraft dispatch and check-in procedures, as well as accurately complete Aircraft Log Book entries.
- (2) Start and lean engine, as well as operate other aircraft components in accordance with POH and equipment manuals.
- (3) Ensure there is sufficient fuel and oil, along with required reserves, to complete flight to intended destination and alternate.
- (4) Have current knowledge of and comply with all applicable FAA regulations outlined in the FAR/AIM, as well as other applicable Federal, State and local laws, ordinances and regulations.
- (5) Provide accurate information regarding the intended flight destination, route and alternate(s). If intended destination should change, notify the Lessor or their Representative as soon as practicable.
- (6) Return the aircraft to its home airport designated parking area by or before the end of the scheduled rental period.
- (7) Divert to the nearest alternate airport where a safe landing can be executed if weather/ flight conditions make continuation of flight and/or arrival at intended airport unsafe. Lessee will be responsible for ensuring return of the aircraft to its home airport, or payment of expenses to return aircraft to its home airport.
- (8) Notify the Lessor or their Representative at first opportunity and in the most expeditious manner possible if:
 - a) The scheduled arrival time at the home airport (KCCR) will be delayed,
 - b) The aircraft is diverted to an alternate landing site, or
 - c) The aircraft is damaged, bodily injury is incurred and/or emergency repairs are required.
- (9) Perform aircraft take-offs and landings, at public airports, and on paved runways with a minimum length of 2,500ft. Requirement is waived in the case of an emergency.
- (10) Ensure the following steps are taken to secure aircraft when parked at locations other than home airport parking area
 - a) Note fuel tank levels and determine/arrange additional fuel if needed.
 - b) Master switch is off and key is removed from ignition switch. (Lessee will be assessed a fee up to \$65 if battery is damaged or discharged due to master switch being left on.)
 - c) Throttle idle, mixture control out, fuel selector valve in right tank position.
 - d) Update Aircraft Log Book with Tach times.
 - e) Install controls lock and buckle seat belts.
 - f) Set parking brake.
 - g) Install main wheel chocks and aircraft tie downs are applied (aircraft is equipped with wheel chocks and tie downs if needed).
 - h) Install pitot tube cover and cowling plugs.
 - i) Secure cabin (remove headsets and other valuables from view).
 - j) Lock cabin and luggage compartment doors.

B). When renting the Aircraft Lessee shall not:

- (1) Allow anyone else to operate the aircraft controls. An exception is granted:
 - a) In the case of instructional flights with an authorized CFI.
 - b) When accompanied by another appropriately rated pilot approved to rent the Aircraft.
 - c) In the case of an extreme emergency when passenger assistance is needed to safely operate the aircraft
- (2) Use the aircraft for flight instruction, unless explicitly authorized in writing by Lessor or their Representative.
- (3) Carry passengers, property or cargo for hire.
- (4) Use the aircraft in connection with any illegal activity or in a manner that violates FAA regulations, or other applicable Federal, State and Local laws and/or ordinances.

AIRCRAFT OPERATIONS

Appendix E

- (5) Operate the aircraft in an unsafe manner, or exceed the aircraft's performance and/or operational limits stated in the POH, or for the prevailing flight conditions.
- (6) Operate the aircraft in prevailing flight conditions that exceed Lessee's pilot rating, currency, skill or experience.
- (7) Allow anyone to smoke or consume alcoholic beverages in the aircraft.
- (8) Sublease or assign any portion of the Aircraft rental to any party.
- (9) Load or unload passengers while the engine is running.
- (10) Leave the controls un-attended, or allow anyone to exit or enter the aircraft while the engine is running.
- (11) Fly the aircraft in any race or contest.
- (12) Perform any aerobatic maneuvers.
- (13) Participate in formation flying.
- (14) Allow or cause any object to be dropped from the aircraft.
- (15) Fly the Aircraft outside of the United States.

FLIGHT INSTRUCTOR RENTAL AGREEMENT ADDENDUM

Appendix F

As applicable, this addendum is intended to clarify and reinforce terms outlined in this Agreement specific to flight instruction conducted in Lessor aircraft. It does not negate, nor supersede the terms and conditions set forth in this Agreement.

1. Renting Lessor Aircraft to Provide Pilot Flight Training, Rating Instruction or Flight Reviews (“Flight Training”). The Lessee shall agree to comply with and/or be bound to the following:

(1) Obtain written authorization, as provided for in this Addendum, from Lessor in advance to use aircraft to conduct pilot flight training for hire.

(2) Meet, have and maintain all necessary flight instructor certification requirements to conduct flight training as defined in the FAA FAR Part 61, Sub-Part H.

(3) Maintain and provide proof of Certified Flight Instructor and/or non-aircraft owner insurance to cover cost of aircraft and property damage, as well as bodily injury liability due to flight instructor error or negligence in the amounts no less than:

- (i) \$250,000 for each occurrence bodily injury and property damage; limited to \$25,000 per passenger, and
- (ii) \$10,000 aircraft physical damage during aircraft movement and in-flight, as well as aircraft loss of use.

(4) As outlined in the Agreement Terms and Conditions Section 7, Lessee is financially responsible for aircraft damage, property damage and/or bodily injuries incurred while the aircraft is on the ground, in motion, taking off/landing and in the air due to pilot error, negligence, or failure to take reasonable precautions to prevent incident. This includes providing evidence of and maintaining aircraft insurance covered as defined in the Agreement Terms and Conditions Section 3.

(5) Have knowledge of and be proficient in the use of the specific aircraft systems and equipment used in conjunction with the flight training provided.

(6) Limit flight training and aircraft use to the operating limitations and other requirements defined in the aircraft’s Operations Manual and **Appendix E**.

(7) Schedule, dispatch and check-in all dual instruction and solo flight training flights for students under the Lessee flight instructor’s supervision, using the aircraft scheduling system authorized by Lessor. In addition, as well as provide immediate notice of cancellation and scheduling conflicts.

(8) During dual flight training instruction, ensure aircraft Check-out and Check-In procedures are following and appropriate information is recorded. This includes ensuring flight beginning and ending Tach and HOBBS times are accurately recorded in the aircraft on-board log book along with any aircraft system squawks discovered. In addition, ensure the aircraft is returned to its home parking area within the allotted scheduled time.

(9) During dual flight training instruction, prior to each flight, ensure aircraft pre-flight is properly conducted, and aircraft fuel and oil levels are sufficient for the flight.

(10) During dual flight training instruction, at the end of each flight, ensure all aircraft systems are turned off, it is properly secured, the cabin is clean, and all supplied equipment, checklists and manuals are accounted for and/or returned.

(11) Prohibit student pilot solo flight until appropriate logbook endorsements are entered, and HFS has approved and pre-arranged the student’s solo flight in its aircraft.

FLIGHT INSTRUCTOR RENTAL AGREEMENT ADDENDUM

Appendix F

(12) When necessary in preparation for a student pilot check ride, Lessee will be responsible for and coordinate with Lessor, the check out and return of aircraft maintenance log books and other documents.

(13) As defined in Appendix A, PILOT REQUIREMENTS & RESPONSIBILITIES, Lessor reserve the right to require pilot check-out and approval prior to aircraft rental. Depending on the Lessee CFI experience level, pilot history, and time in the make and model of the aircraft to be rented, this requirement may be waived, suspended, or modified during the review and approval of this Agreement.

2. Non-Compliance. Failure to comply with the requirements outlined in this Appendix, may at Lessor’s sole discretion, result in suspension or termination of the Rental Agreement.

3. Approval and Authorization To Use Aircraft for Flight Instruction. In addition to meeting requirements specified in this appendix Lessor approval and authorization to use its aircraft for the purpose of pilot instruction is contingent upon completion of the Pilot Check-Out, Certified Flight Instructor Certificate and Insurance information noted below:

(1) Pilot Check-Out Status:

Completed			
Check-Out Required			Check-Out Waived
Check-Out Suspended - Pending			Check Modified As Follows:
Outcome of Familiarization Flight			
Outcome of Instruction Activity			

(2) Required Flight Instructor Information:

CFI Certificate Number:	CFI Certificate Renewal Date:	Copy of CFI Certificate		Copy of CFI / Non-Aircraft Owner Insurance Policy Binder	
		YES	NO	YES	NO

Lessee Flight Instructor Name:

DeWitt Hodge, Hodge Flight Services LLC
Lessor / Lessor Representative Name:

Signature:

Signature:

Date:

Date:

STUDENT PILOT RENTAL AGREEMENT ADDENDUM

Appendix G

This Appendix is intended to clarify and reinforce terms outlined in this Agreement specific to Lessee use of Lessor's aircraft for flight training, flight instruction and/or flight review ("flight training") they have directly contracted with a flight instructor to provide.

1. HFS Aircraft Flight Training Restriction. Regardless of agreements made between Lessee or other parties and the contracted flight instructor, use of Lessor aircraft for flight training without Lessor advanced approval is prohibited. In addition, no flight instructor or other party is allowed to conduct flight training in Lessor aircraft without the flight instructor being approved and authorized in advance by Lessor.

2. Flight Instructors Contracted to Provide Flight Training. In addition to being approved and authorized in advance by Lessor, Lessee's flight instructor contracted to provide flight training must be a current Certified Flight Instructor with appropriate rating and qualifications.

3. Lessee Use of Lessor Aircraft for Flight Training. Lessee intending to use Lessor aircraft for their flight training shall agree to comply with and/or be bound to the following:

- (1) Have a current and signed Aircraft Rental Agreement with Lessor
- (2) Obtain written authorization, as provided for in this Appendix, for each contracted flight instructor intended to provide flight training in Lessor aircraft.
- (3) Meet and adhere to the applicable pilot and flight training requirements defined in FAA FAR Part 61.
- (4) As outlined in the Agreement Terms and Conditions Section 7, Lessee is financially responsible for aircraft damage, property damage and/or bodily injuries incurred while the aircraft is on the ground, in motion, taking off/landing and in the air due to pilot error, negligence, or failure to take reasonable precautions to prevent incident. This includes providing evidence of and maintaining aircraft insurance covered as defined in the Agreement Terms and Conditions Section 3.
- (5) Limit flight training and aircraft use to the operating limitations and other requirements defined in the aircraft's Operations Manual and **Appendix E**.
- (6) Prior to any student pilot solo flight requiring logbook endorsement, obtain and present the endorsement to Lessor for solo flight approval in Lessor aircraft before scheduling or conducting a solo flight.
- (7) When necessary in preparation for a student pilot check ride, Client will be responsible for and coordinate with HFS, the check out and return of aircraft maintenance log books and other documents.

4. Non-Compliance. Failure to comply with the requirements outlined in this Appendix, may at Lessor's sole discretion, result in suspension or termination of the Rental Agreement.

5. Flight Instructor Information. Lessee to provide the following information for contracted flight instructor(s) intended to provide flight instruction in a HFS aircraft. Flight instructor may be required to undergo an aircraft Check-Out at the Lessee's expense.

STUDENT PILOT RENTAL AGREEMENT ADDENDUM
Appendix G

Flight Instructor Name:	Address:	Phone Number:	Pilot Cert #	Type of Training				
				Private Pilot	Instrument	Commercial	Flt. Review	Other

Requester:

 Lessee / Student Pilot Name:

 Signature:

 Date:

Approver:

DeWitt Hodge, Hodge Flight Services LLC
 Lessor / Lessor Representative Name:

 Signature:

 Date:

Pilot Information Form

A. Lessee Contact Information:

Name:			
Address:			
City:		State:	Zip Code:
Pri. Telephone #:	H	CF	Email Address:

B. Pilot Information:

Pilot Cert #:	Date Issued:	STU	REC	PRI	COMM	INTRU
Medical Cert Class:	Date Issued:	Flight Review Exp. Date:				
Total Flight Time: Hrs.	Total PIC: Hrs.	Total Flight Time In Last 12 Months				Hrs.

C. Proof of Aircraft Renter's Insurance:

Company Name:		Policy #:
Expiration Date:	Agent Name:	Agent Telephone #:

D. FAA Violations, Accidents & Incidents History:

Provide a brief explanation and dates of all FAA violations, accidents & incident that have occurred.

E. Emergency Contacts:

Name:	Name:
Relationship:	Relationship:
Telephone Number:	Telephone Number:

INTERNAL USE ONLY:

Pilot Check-Out Required: Y / N	Reason:					
Date Completed:	Restriction:	CFI Name:				
Copy of Aircraft Renters Ins. Policy On File: Y / N				Expiration Date:		
Account Payment Information On File:	Credit	Debt	Pay Pal	Other:		
Expiration Dates:						



Application for Non-Owned Aircraft Insurance

INSTRUCTIONS: Indicate which aircraft type you intend to fly by checking all that apply.

Single Engine Land Multi Engine Land Rotorwing Seaplane/Amphib

Note: For coverage in Hawaii, Alaska or Kentucky, please contact AOPA Insurance Services at 1-800-622-AOPA [2672] as the premiums listed do not apply. Coverage is not available to pilots under the age of 14.

For Single Engine Land this insurance is for your personal and non-commercial use of non-owned, fixed wing, non-pressurized, aircraft having a non-turbine engine of 450 horsepower or less (including non-powered sailplanes), capacity of seven (7) or less total seats, and a standard, experimental, restricted, or light sport aircraft certificate, and not furnished to you for more than thirty (30) consecutive days. Multi Engine, Rotorwing and Seaplanes are not included in this coverage. *If only applying for Single Engine Land, continue to complete this application in its entirety.*

For All Other Aircraft Types, please call AOPA Insurance Services for a custom quote at 1-800-622-AOPA [2672].

1 Pilot Information

ALL FIELDS must be completed. One individual only. No Corporations.

Full Name _____ Please Mark Changes

Address _____

AOPA Member No. _____ DOB _____

Cell# _____ Home# _____ Work# _____

Email _____

Occupation _____

Pilot Certificate: Student Recreational Sport Private Commercial ATP

Logged Hours: (Total) _____ (Last 12 Months) _____

Make/Model of aircraft you normally fly: _____

Total Hours in Make/Model: _____

Within the Last 36 Months Have You*:

Been cited for violation of any Federal Aviation Regulation? No Yes

Had your pilot's/driver's license surrendered, suspended or revoked? No Yes

Been convicted of operating an aircraft or motor vehicle while under the influence of drugs or alcohol? No Yes

Been involved in any aircraft accident/incident or aviation insurance claim? No Yes

*If you answered yes to any of the above questions, please call AOPA Insurance Services at 1-800-622-AOPA [2672]. Additional information may be required to determine your eligibility for insurance in this program.

2 Required Coverage: Bodily Injury/Property Damage Liability

Protects against claims for Bodily Injury and Property Damage that you may become legally obligated to pay for arising from your operation of a non-owned aircraft. Damage to the non-owned aircraft is not covered, but may be purchased in Section 3.

	Each Occurrence	Passenger Sub-Limit	Non-Member Rate	AOPA Member Rate
<input checked="" type="checkbox"/>	\$250,000	\$25,000	\$86	\$81
<input type="checkbox"/>	\$500,000	\$50,000	\$116	\$109
<input type="checkbox"/>	\$500,000	\$100,000	\$181	\$172
<input type="checkbox"/>	\$1,000,000	\$100,000	\$220	\$209

3 Optional Coverage:

A Liability Limit Desired for Damage to Non-Owned Aircraft

Protects against claims for damage to the non-owned aircraft, including its loss of use and \$5,000 each occurrence of no-fault deductible coverage. May be purchased only if required coverage above is also purchased.

	Limit of Liability	Non-Member Rate	AOPA Member Rate
<input type="checkbox"/>	\$5,000	\$99	\$94
<input checked="" type="checkbox"/>	\$10,000	\$175	\$166
<input type="checkbox"/>	\$20,000	\$250	\$238
<input type="checkbox"/>	\$30,000	\$350	\$333
<input type="checkbox"/>	\$40,000	\$450	\$428

	Limit of Liability	Non-Member Rate	AOPA Member Rate
<input type="checkbox"/>	\$60,000	\$600	\$570
<input type="checkbox"/>	\$80,000	\$775	\$736
<input type="checkbox"/>	\$100,000	\$975	\$926
<input type="checkbox"/>	\$150,000	\$1,425	\$1,354
<input type="checkbox"/>	\$200,000	\$1,900	\$1,805

I decline Physical Damage Coverage

B Employer as Additional Insured Coverage

I hereby elect to purchase Employer Additional Insured Coverage \$50/yr

Employer Name _____
Employer Address _____

Coverage shall not apply to any loss arising out of the Additional Insured's activities involving the manufacture, sale, repair or service of aircraft or aircraft parts, components or accessories, or operations of any airport, hangar facility, flying service or pilot activity.

C Civil Air Patrol Coverage

Includes Civil Air Patrol missions defined as flights in conjunction with or on behalf of the Civil Air Patrol. Civil Air Patrol uses include search & rescue missions, aerial photography, courier, and aerial surveillance flights ordered by a corporate officer of the Civil Air Patrol or their designee.

I hereby elect to purchase Civil Air Patrol Coverage \$50/yr

4 Premium Calculation

		Annual Premium
2	Required Coverage (Bodily Injury/Property Damage Liability)	\$
	Medical Payments: \$3,000 each person	\$Included
3	Optional Coverage A (Damage to Non-Owned Aircraft plus \$5,000 no-fault deductible coverage)	\$
	Optional Coverage B (Employer Additional Insured)	\$
	Optional Coverage C (Civil Air Patrol Coverage)	\$
	Tax (Applicable in NJ 0.9%; WV 0.55%)	\$
TOTAL ANNUAL PREMIUM		\$

Rates are subject to change.

5 Payment Information

I wish to have my coverage become effective on _____ MM/DD/YY ASAP

I acknowledge that my policy will become effective upon AOPA Insurance Services' receipt and acceptance of this application; my medical and pilot certificates are current with necessary ratings required by the FAA; and when I have paid the premium in full.

Premium is 50% fully earned upon the inception date of the policy. The maximum that can be returned is 50% of the total annual premium if the policy is cancelled.

Enclosed is a check for the total premium, payable to: AOPA Insurance Services

I will be calling AOPA Insurance Services at 1-800-622-AOPA [2672] to pay by credit card.

Please email my policy to me at _____ (if different from above).

Coverage underwritten by: AIG Aerospace Insurance Services, Inc.

I hereby certify that all information provided in this application is true and complete to the best of my knowledge and no information has been withheld. I agree that this application and the terms and conditions of the policy to be issued shall be the basis of the contract between the insurance company and me. I understand that no insurance is in force unless and until the insurance company or its authorized representative effects a binder of insurance or issues the policy. I authorize the insurance company or its authorized representative to investigate the statements contained herein. I have read and understand the FRAUD WARNINGS on the reserve side of this application.

Signature _____ Date _____

If you are under the age of 18, a legal guardian must also sign and date this application.

Legal Guardian's Printed Name _____

Legal Guardian's Signature _____ Date _____

Priority Code: I15XXWRAPP