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Maui Aviators, LLC

Kahului Airport, T-Hanger #109 (808) 871-8990 www.mauiaviators.com

RENTER DISCLOSURE & AGREEMENT

INSTRUCTOR NOTES:	
RENTERS LAST INITIAL?	CDW? YES NO
RENTERS HOME STATE?	HEADSETS? 0 1 2 3 4
	HI SEC MAP? YES NO
CFI TIME?	ON ACCOUNT? YES NO

FLIGHT INSTRUCTOR SECTION:

GROUND:

- Verify Photo ID, Pilot License, Medical, and Flight Review.
- Rental Minimums, Cancellation Policy, & Maui Aviators Currency Requirements
- Ditching Procedures
- Hawaii Cruising Altitudes below 3,000 feet
- Maui County Frequencies & Procedures
- Volcano Area Flight Precautions (if flying there)
- Honolulu APP & DEP procedures (if flying there)
- Fuel availability away from Maui (KOA, ITO, HNL, LIH)

AIR:

- Taxi Instructions
- Stalls
- Steep Turns
- Slow Flight
- Simulated Engine Failure
- Go Around
- Three to Five Landings Minimum

I, _____ CFI# _____, expires _____, a flight instructor at Maui Aviators, LLC, have reviewed this Pilot Disclosure, the Rental Agreement on the reverse, have completed a check ride with the above-named pilot, and based on said check-ride and the statements made to me by the pilot, both oral and as contained herein, have found said pilot to be competent to operate the aircraft listed below.

SIGNATURE OF INSTRUCTOR:	DATE:	MAKE AND MODEL:	TAIL NUMBER:
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90 DAY CURRENCY CHECKS (3 LANDINGS MINIMUM)

SIGNATURE OF INSTRUCTOR:	DATE:	MAKE AND MODEL:	TAIL NUMBER:

RENTER SECTION PLEASE PRINT CLEARLY SO THAT WE CAN UNDERSTAND YOUR WRITING

FIRST NAME:	HOME NUMBER:	EMERGENCY CONTACT NAME:	DATE OF BIRTH:
MIDDLE INITIAL:	WORK NUMBER:	EMERGENCY CONTACT RELATIONSHIP:	LAST MEDICAL DATE:
LAST NAME:	MOBILE NUMBER:	EMERGENCY CONTACT PHONE NUMBER:	MEDICAL CLASS:
ADDRESS:	EMAIL ADDRESS:		LAST BFR DATE:
CITY:	PILOT LICENSE NUMBER:	DATE OF PILOT LICENSE:	CHECKOUT DATE (TODAY):
STATE: ZIP CODE:	TYPE OF PILOT LICENSE:		
OCCUPATION:	TOTAL FLIGHT HRS:	TOTAL TIME LAST 90 DAYS:	DATE OF LAST FLIGHT:
EMPLOYER:	CESSNA 152 TIME:	CESSNA 172 TIME:	PIPER ARCHER TIME:

PLEASE READ AND INITIAL THE FOLLOWING ITEMS.

1 Rental Minimums:

Minimum rental time is one-half of scheduled time. Renter agrees to pay current aircraft rates for actual time the Aircraft is used, as measured by the Hobbs meter located in the Aircraft, OR one-half of the scheduled time that the aircraft was reserved for, whichever is more. Aircraft rentals are due back by 5pm. No overnight rentals.

2 Cancellation Policy:

Unless Renter cancels Renter's reservation at least 48 hours prior to the reservation date, or cancels the day of the reservation due to weather or an act of God, Renter will be billed for one-half of the scheduled time, regardless of actual time used.

3 Maui Aviators Currency Requirements:

- A. Each calendar year a new checkout must be completed, regardless of how often you fly with Maui Aviators.
- B. 90 Day currency with Maui Aviators is required for all rentals. (you must fly with us at least once every 90 days for checkout to be good)

4 Late fee if aircraft are returned after 5pm

Aircraft are due back by 5pm. If aircraft are returned after 5pm a late fee of \$1 (one dollar) per minute will be assessed for each minute after 5pm

5 Flight Plan Requirements

Flight planes need to be filed and opened for all flights outside of Maui, Molokai, or Lanai.

6 Do you have aircraft rental insurance? Please circle YES or NO

If yes, what is the insurance company name? _____ and policy number? _____

AIRCRAFT RENTAL AGREEMENT

I, _____ ("Renter"), in consideration of the rental to me from time to time of the aircraft owned by Maui Aviators, LLC ("MA") tail and model number: _____ (the "Aircraft") agree that usage of the aircraft shall be upon the following terms and conditions: *(Initial all paragraphs to acknowledge having read and understood them.)*

- _____ 1. **Pilot in Command.** Renter understands that at all times while the aircraft is being operated in Renter's possession, Renter is the pilot in command as defined in the Federal Aviation Regulations ("FARs"), and is solely responsible for the safe and legal operation of the aircraft as set forth in the FARs. (§91.3 and elsewhere).
- _____ 2. **Compliance with laws.** Renter will comply at all times with the FARs, State, and Local Air Safety Laws.
- _____ 3. **MA retains right to refuse to rent.** MA may refuse to rent the aircraft to Renter in MA's sole discretion.
- _____ 4. **No one else to operate Aircraft.** Renter will be the sole manipulator of the controls of the Aircraft, and will allow no other person to operate the controls. Renter will always operate the Aircraft from the left seat.
- _____ 5. **Preflight inspection.** Renter will perform a thorough preflight inspection in accordance with the Aircraft's Pilot's Operating Handbook ("POH") and will also visually inspect and test accessories of the Aircraft not listed in the POH, including radios, radio navigation equipment, survival equipment, etc., in a reasonable and prudent manner prior to each use of the Aircraft. ***Fuel and oil levels shall be checked and supplemented by Renter prior to each use.***
- _____ 6. **Renter will obtain the most current weather, NOTAMS, and flight information prior to flight.**
- _____ 7. **Aircraft not to be used for instruction or hire.** Renter will not conduct any commercial activity in the aircraft, including but not limited to instruction, sightseeing tours, aerial photography, or banner towing.
- _____ 8. **Minimum rental time is one-half of scheduled time.** Renter agrees to pay current aircraft rates for actual time the Aircraft is used, as measured by the Hobbs meter located in the Aircraft, **OR** one-half of the scheduled time that the aircraft was reserved for, whichever is more.
- _____ 9. **Cancellation policy.** Unless Renter cancels Renter's reservation at least 48 hours prior to the reservation date, or cancels the day of the reservation due to weather or an act of God, Renter will be billed for one-half of the scheduled time, regardless of actual time used.
- _____ 10. **Renter will not tamper with aircraft.** Renter shall report any discrepancies observed during the preflight inspection or during Renter's use of the Aircraft to MA and shall not attempt any repair or service of the Aircraft or its accessories, beyond adding fuel, fuel additives, or engine oil.
- _____ 11. **Renter solely responsible for damage.** Renter is solely responsible for any damage to the Aircraft while it is in Renter's possession regardless of who or what caused the damage, provided such damages is in excess of ordinary wear and tear caused by normal usage of the Aircraft.
- _____ 12. **Renter agrees to indemnify and hold MA harmless and to pay MA's attorneys' fees.** Renter agrees that in the event of any loss or damage to the Aircraft, its accessories, or its equipment, or to any person or any property arising from Renter's conduct, whether negligent or intentional, Renter will pay for the loss or damage, and Renter will indemnify and hold MA harmless from and against any and all suits, proceedings, losses, costs, damages, and liabilities of every nature, including attorneys' fees, arising from, in connection with, or by reason of Renter's use of the Aircraft.
- _____ 13. **Additional Insured's.** Renter and Renter's passengers are covered as additional insured's under MA's insurance policy. Bodily injury is covered to a maximum of \$100,000 per person, up to \$1,000,000 per occurrence. Property damage is covered to a maximum of \$1,000,000 per occurrence. ***In the event of such an incident or accident, renter is responsible for paying the cost of damages up to the \$2,500 deductible amount.***
- _____ 14. **Collision Damage Waiver.** Renter is solely responsible for any damage or loss to the Aircraft, its equipment, and its accessories, (including but not limited to headsets, life saving equipment, sectionals, fuel testers, keys, and the like) while it is in Renter's possession regardless of who or what caused the damage, provided such damage or loss is in excess of ordinary wear and tear caused by normal usage of the Aircraft. **Renter may purchase a Collision and Damage waiver for the aircraft at a cost of \$ 19 / hour of flight use,** in which case, Maui Aviators, LLC will pay for the deductible amount of any repair or replacement of any parts, equipment, or accessories damaged or lost while in Renter's possession.
- _____ 15. **Venue in State of Hawaii.** The laws of the state of Hawaii shall govern this Agreement. In the event of any dispute, venue shall lie in the Hawaii state court located in the county of Maui, district of Wailuku.
- _____ 16. **Severability.** If any provision of this Agreement is contrary to law, it shall be severed from the Agreement, and the remaining parts of the Agreement shall remain effective.
- _____ 17. **Agreement and truthfulness.** Renter agrees to abide by all of the provisions of this Agreement. Renter affirms and certifies that all statements made by Renter to MA regarding Renter's piloting experience, licenses, and knowledge is truthful to the best of Renter's knowledge.

YES
or
NO

Signature of Renter: _____ Date: _____