

AIRCRAFT RENTAL AGREEMENT

I, _____ (the "RENTER") hereby agree to the following terms and conditions for all flights using GENESIS aircraft.

DEFINITIONS

Dual: The aircraft is rented with a flight instructor for the purpose of flight training.

Solo: The aircraft is rented without a flight instructor on board for the purpose flight training, or for personal use with or without passengers.

Pilot in Command: The pilot that has legal responsibility for the operation of the aircraft. When conducting Dual training, the GENESIS instructor is Pilot in Command. When flying Solo or with passengers, the RENTER is the Pilot in Command, even when the pilot only holds a student pilot permit.

1. **TIRE DAMAGE:** The RENTER is responsible for tire replacement fees, regardless if flying Dual or Solo. The RENTER is responsible to inspect the aircraft tires prior to each flight. Existing abnormal tire wear must be identified to GENESIS prior to departure, and identified on the tire sidewall with a special tire marker.

If, upon return of the aircraft, a tire is snagged due to abnormal wear requiring replacement of the tire, as determined by GENESIS, the RENTER shall pay the REPLACEMENT FEE, less the consumed TIRE LIFE, as stated below.

REPLACEMENT FEE: \$500

MINIMUM TIRE REPLACEMENT FEE: \$100

TIRE LIFE:

Single engine: 200 hours

Multi-engine: 100 hours

Tire Life is determined from the journey log. The consumed time is calculated from the air time when the tire was installed. For example, if the tire was installed at 1500 hours, and the snag was identified at 1600, the REPLACEMENT FEE for a single engine aircraft will be 50% of the \$500 Replacement Fee. If the incident requiring a tire replacement happened at 1700 hours for the same aircraft, then the Minimum Tire Replacement Fee of \$100 would apply.

Following a tire replacement, the RENTER must complete a minimum of three take offs and landings with an instructor before he or she may rent an aircraft solo.

Examples of tires snagged for replacement due to abnormal wear:



2. **STANDARD RENTAL FEES:** Aircraft rentals are billed per flight hour (engine on to engine off) at the rates published on the GENESIS website at the time of rental (flygenesis.ca).
3. **INSURANCE DEDUCTIBLE:** The RENTER shall pay, upon demand, the amount required to satisfy the insurance deductible, in the event rented aircraft he/she is operating is involve in an aircraft accident or incident, regardless if Dual or Solo.

4. **CANCELLATIONS:** Reservations must be cancelled within 24 hours of the flight to avoid penalties, weather cancellations excepted. **Penalty for late cancelation or no show is \$50 for the aircraft reservation, plus \$50 for the instructor if the reservation included an instructor.**

5. **DEFECT REPORTING:** Prior to each flight, the Pilot in Command must review the appropriate aircraft journey log for defects. Aircraft defects are to be reported to the Dispatch Desk and entered directly into the Journey logbook. The RENTER, if acting as Pilot in Command, must report unserviceability, high risk events, hazards, incidents or accidents to the Chief Flight Instructor or delegate as soon as possible.
6. **SERVICE WORK AWAY FROM BASE:** Any service work required to maintain the airworthiness of the aircraft while away from CNY3 must be authorized by the PRM or delegate in advance of the work commencing. In the sole discretion of GENESIS, the RENTER may be held responsible for any repair charges. For clarity, an example of this situation is damaging a tire at a remote airport where extra costs might be incurred to source parts and complete the repair. Time the aircraft is away from base will be billed at the Extended Rental minimums.
7. **RETURN TO BASE:** The RENTER is responsible for returning the aircraft to the base at CNY3. If for some reason the RENTER is unable to do so they will be billed for the repositioning of the aircraft back to CNY3.
8. **FUEL:** Unless otherwise specified, all aircraft rentals include fuel. Any fuel purchased away from CNY3 will be reimbursed to the RENTER at the current cost per litre at CNY3. Current fuel cost will be provided by CNY3 airport management. The Pilot in Command shall ensure that there is sufficient fuel and oil on board the aircraft. All flights must carry 60 minutes fuel reserve.
9. **EXPENSES:** The RENTER is responsible for all third party expenses incurred during the rental including landing fees, storage away from base, boost start, de-ice, etc.
10. **DOCUMENTS & KEYS:** The Pilot in Command shall ensure, prior to operating the rented aircraft, that the aircraft is airworthy, as per the Canadian Aviation Regulations, and that all necessary documents including his/her own pilot's license/student permit and valid medical are on board for each flight. The RENTER shall be responsible at all times for the aircraft, aircraft logs, documents, and keys. Fees are applicable for replacement of any documents or keys.

11. **SECURING THE AIRCRAFT:** The Pilot in Command is responsible for ensuring the rental aircraft is tied down, control locks are in place, doors are closed, cowl covered and plugged in (in winter) when leaving the aircraft. This applies at CNY3 or any other airport.
12. **LEGAL OPERATION:** The Pilot in Command shall operate the aircraft in accordance with the Canadian Aviation Regulations (CAR), the aircraft flight manual, and weight and balance specifications. The Pilot in Command shall comply with the conditions of the operating certificate issued to GENESIS by Transport Canada. Flights for the purpose of compensation or hire are prohibited.
13. **CONTAMINATION:** No flight shall commence unless the aircraft is clear of any ice, snow, frost, and any other contaminate on its critical surfaces.
14. **LOW FLYING:** Low flying is prohibited. All flights must be carried out at an altitude of at least 1000 feet above the ground except for the purpose of take off, landing, or forced approach training. If a pilot encounters bad weather, safety will be the deciding factor in selecting an altitude at which to fly.
15. **EMERGENCY LANDING:** In case of an emergency, forced landing, or unauthorized landing away from home base, the Pilot in Command shall as soon as possible, after dealing with any emergency, contact GENESIS and report all particulars of the cause of the landing and its location AND SHALL NOT ATTEMPT TO TAKE OFF AGAIN WITHOUT THE PERMISSION OF THE CHIEF FLIGHT INSTRUCTOR OR HIS DELEGATE.
16. **AIRCRAFT RETURN CONDITION:** Eating or having open beverages in the aircraft is discouraged. The RENTER is responsible to return the aircraft free of litter and in the condition in which it was rented. Cleaning fees will be charged if required.
17. **WEATHER BRIEFING:** The Pilot in Command shall, as per CAR 602.71/72, before commencing a flight, be familiar with the available information and available weather information that is appropriate for the intended flight.
18. **FLIGHT PLANS:** All flights over 25nm from CNY3 require a flight plan filled with FSS. In case of a change of itinerary or delay, notification to the GENESIS dispatch phone (1-877-359-3245) must be given as soon as possible.
19. **EXTENDED RENTALS:** When the aircraft is rented for more than 2 hours (Extended Rental) a billing minimum of one half of the hours the aircraft is away from base will be applied, or 4 hours per 24 hour period from the initial departure time. Actual flight time will be billed if over the minimums. Extended Rentals must be authorized by the CFI or delegate.

20. **CURRENCY:** The Chief Flight Instructor or delegate has the authority to check the flying ability of any customer wishing to rent GENESIS aircraft, and currency checks may include a request that the RENTER demonstrate their ability to competently handle the aircraft under existing conditions prior to solo flight. All currency checkouts are billable at current rates.
21. **RIGHT TO REFUSE SERVICE:** GENESIS reserves the right to refuse aircraft rental and flight instruction to any customer. Customers demonstrating dangerous decision making skills, display signs of anger management problems, are disrespectful to GENESIS staff, refuse to follow company policies or are involved in an accident or incident may be refused service. Aircraft will be available only to customers in good standing (paid up fees).
22. **FEES:** GENESIS is authorized to charge the RENTER for any fees related to this Agreement. HST is applicable to all fees. Interest charges for unpaid fees is 2.5% compounding monthly.

I understand and agree to ALL the above terms and conditions.

RENTER Signature

Date (YYYY-MM-DD)

If RENTER is under the age of 18, a parent or guardian must sign and state relationship to RENTER.

Parent or Guardian of RENTER Name and Relationship

Parent or Guardian of RENTER Signature

Date (YYYY-MM-DD)