

RICHMOR Aviation, Inc.

Member RENTAL AGREEMENT

Version 1.0 08/15/2023

Mission Statement

The objective of this venture is to provide excellent aircraft at a minimum cost consistent with quality maintenance for our renters (members).

Renters (Members) are both welcome and encouraged to participate.

Richmor Aviation, Inc. maintains its aircraft to the highest standards to comply with applicable FAA regulations.

Membership

Membership

Richmor Aviation, Inc. requires all Members to maintain a current account (incurring no outstanding balance and or debt), to remain a member and to operate the aircraft. The Member agrees to adhere to all rules outlined in this agreement. The Member must abide by all procedures as provided by Richmor Aviation, Inc and maintain an up-to-date personal profile within their biography on the scheduling (myfbo) program. Richmor Aviation, Inc. reserves the right to refuse membership to anyone. As well as to adhere to the rules and regulations found in Richmor Aviation's Operations manual (Operations-Manual-Mar-2020-jb22.pdf (richmorflightschool.com)).

Operations

Legal Requirements

Members are responsible for ensuring that they are legal to fly (e.g. current medical certificate, biennial flight review conducted by an approved instructor, if carrying passengers, relevant FAA regulations concerning takeoffs and landings and, if IFR, relevant FAA regulations concerning currency). It should be noted that violation of these or any other FAA regulations may invalidate the insurance, leaving the member responsible for aircraft damage as well as any liability claims.

Initial Member Check Outs

An initial check-out flight will be required of all new members. This may be performed by Richmor Aviation's Chief Flight Instructor, Assistant Chief Flight Instructor or Check-Pilot or as directed by Richmor Aviation's Director of Flight Training. 90-day currency checks are required thereafter.

Aircraft Operations

Aircraft Renters (Members) must be a member in good standing. This agreement is designed for the purpose of Rental flights only. Flight Instruction is allowed with any CFI employed by Richmor Aviation, Inc. Instruction by a non-authorized instructor is strictly prohibited and will result in immediate termination of this agreement to include forfeiture of dues. If the Renter (Member) wishes to receive flight instruction, the Renter (Member) will refer to Richmor Aviation to reserve a flight lesson. Day VFR flights ONLY (refer to weather minimums as stated on the Richmor Flight School

Operations Manual) are permitted. Night Flights are strictly prohibited. Refer to Richmor Aviation's Flight School Operations Manual ([Operations-Manual-Mar-2020-jb22.pdf](http://richmorflightschool.com/Operations-Manual-Mar-2020-jb22.pdf) (richmorflightschool.com) for winds and other restrictions..

Fuel & Weather Limitations

Every rental flight must meet at least the minimum fuel and weather requirements as stated on the Richmor Operations Manual. Failure to have sufficient fuel on board and weather limitation to meet the Richmor regulations is considered gross negligent aircraft operation.

Preflight Operation

Prior to every flight the Renter (Member) shall accomplish a thorough preflight check for airworthiness. Renters (Members) will not start the aircraft by hand propping and Renters (Members) shall not perform "preventative maintenance" on Richmor airplanes except as specifically approved by the Director of Flight Training.

Postflight Operation

After every flight the Renter (Member) shall log all hours on the accompanying aircraft card of the aircraft. The Renter (Member) will secure the aircraft upon returning it to Richmor.

Unimproved Airport Operations

Operations from unimproved runways are prohibited. Off Airport operations (e.g. highways, fields, etc.) are also prohibited.

Insurance Requirements

Current insurance requirements are published in a separate agreement as provided with all agreements necessary to complete enrollment and upon acceptance of membership as a Renter (Member). As these requirements change due to policy and carrier changes, it is the responsibility of each member to ensure personal compliance with the insurance requirements for any aircraft. If the Renter (Member) does not satisfy the insurance requirements, the insurance may be invalid, and the member is therefore uninsured and personally responsible for all property damage and liability claims. It is strongly recommended Renters (Members) purchase their own personal non-owned aircraft hull and liability insurance coverage in order to adequately protect the renter (member) from claims /incidents that may occur with the aircraft. Richmor Aviation is not involved with or responsible for the evaluation of, arranging insurance for, or otherwise assisting in any way with the renters (members) individual liability exposures. Refer to www.richmorflightschool.com (Rentals) for information about Non-Owned Aircraft Liability Insurance.

Restricted Use of Plane

No person other than a Renter (Member) in good standing and covered by Richmor Aviation's insurance policy shall be permitted to be pilot in command of the airplane.

Use of Intoxicants

No Renter (Member) shall receive instructions or act as pilot-in-command in a Richmor Aviation airplane while under the influence of, or using intoxicating liquor, beer, wine, cocaine, marijuana, or other habit-forming drugs during such desired flight. Any Renter (Member) in violation of these provisions will be immediately terminated from future use of any aircraft and may face criminal consequences.

Smoking, Pets (Animals) and Trash

Smoking is prohibited in any Richmor Aviation aircraft. There are no pets (animals) allowed in any Richmor Aviation aircraft. Service animals require prior approval and must comply with State and Federal Law. Richmor Aviation aircraft are to be used and returned in clean condition. A cleaning fee of \$100 may be assessed (due to vomit, trash, food, beverage spills, etc.) at the discretion of Richmor Aviation's Director of Flight Training, Chief Flight Instructor, Assistant Chief Flight Instructor.

Limited Use of the Aircraft

Richmor Aviation aircraft are used for its primary service of flight training. Members agree to the possibility that a scheduled rental reservation may be cancelled without prior notice so to allow for a pre-scheduled enrolled student's flight. A full day scheduled requires prior approval from Richmor Aviation's Director of Flight Training or the Chief Flight Instructor and will be charged at a minimum of three hours. More than one day also requires prior approval to include, route of flight, passengers, destination airport, FBO information, etc.

Dues, Fees, and Payments

Payment Procedures

Renters (Members) are expected to log their flights upon completion. Renters (Members) are expected to pay immediately upon returning the aircraft. Renters (Members) will receive a monthly invoice for the cost of club dues. A monthly method of payment is required so to bill for monthly membership dues. Payments can be made via check, cash, or credit card. A service charge of \$50.00 will be charges for a check/draft returned by my bank as unpaid for any reason.

Outstanding balances may result in club suspension and or termination. Richmor Aviation will take legal remedies available to collect any outstanding balance. Renters (Members) are responsible for returned check fees, collection costs, legal fees and interest in the event his/her account becomes delinquent. In any case, if a Renter (Member) has an outstanding balance, the Member will be denied access to aircraft as well as aircraft schedule.

Membership Fees

Renter (Member) agrees to a non-refundable monthly membership fee of **\$25.00**.

Richmor Aviation charges its Renters (Members) a non-refundable flat hourly rate to cover fuel and all other maintenance costs for the aircraft usage. This rate is calculated by Hobbs time flown by the Renter Member and this rate includes fuel. The rate is **\$135.00 (Cessna 152), \$170.00 (Cessna 172)** per hour. The Hobbs time must be recorded using the Hobbs meter installed in the aircraft. Richmor may, with 30 days' advance notice, change the hourly rate or institute a fuel surcharge as needed by directions of the Director of Flight Training.

Duration of Membership

Membership to Richmor Aviation shall start on the first day of the month in which the Renters Membership agreement is signed. The Renter (Member) shall be obligated to maintain a minimum monthly membership. Thereafter, the membership shall be renewed on a month-by-month basis. Richmor Aviation, shall reserve the right to terminate any month-to-month agreement without further notice and require a new Membership Agreement to be signed for continuation of aircraft rental.

Cancellation of Membership and Penalties

Cancellation of membership requires 30 days' written notification. Failure to notify Richmor's Director of Flight Training in writing will prevent a refund of all membership fees.

Fuel and Oil Purchases

The Renter (Member) is responsible for checking fuel levels and oil levels prior to flight. If the oil level is low, and if the aircraft is located at any Richmor facility (1B1, SCH or 20N), the Renter (Member) must use oil provided by Richmor. Fuel at any Richmor facility (1B1, SCH or 20N) is provided by Richmor during normal business hours. After hour fuelings may require pre-payment to be reimbursed (with a receipt) upon return of the aircraft to its base. Locations other than Richmor, the Renter (Member) may purchase and be reimbursed (at Richmor's posted pump price at the aircraft's designated location) for oil and fuel purchases. Fuel and oil receipts must be submitted upon returning the aircraft (no exceptions) in electronic format or the original receipt to Richmor for reimbursement. Failure to do so will result in forfeiture of reimbursement.

100LL is the only fuel to be used in the aircraft.

Management will provide information as requested by the Renter (Member) of the current fueling policies and procedures. The airplane must be refueled after each use by the Renter (Member)

Master Switch

Members who leave the master switch on will be assessed a **\$100.00** battery fund fee. If the battery life of the battery is ended after an incident of the master switch being left on, the Renter (Member) will incur all costs associated with replacing the battery.

Scheduling

Scheduling of Aircraft

Any Renter (Member) must schedule a flight using Richmor's scheduling program ([Richmor Aviation Online \(myfbo.com\)](http://RichmorAviationOnline.myfbo.com)). No Renter (Member) may at any time schedule an aircraft for or on behalf of any other Renter (Member) or non-member. Flight instructors are strictly prohibited from scheduling aircraft for their students, other than for a "first flight" with a prospective Renter (Member). Richmor Administration will grant access to the schedule for to each Renter (Member).

Broken Aircraft Policy

In the event of accidental damage, the Renter (member) is responsible for the insurance deductible. If the damage is the result of willful violation of Richmor Aviation's Membership Agreement, a review of the incident will be undertaken by the Director of Flight Training, and appropriate action will be taken, up to and including expulsion.

Delayed Return and Recovery

In the event of a delay in return from a rental trip due to weather, mechanical problems caused by an Renter (Member), etc., the Renter (Member) is responsible for ensuring the eventual return of the aircraft to its Richmor base. Richmor Aviation cannot be responsible for expenses incurred by a

Renter (Member) as a result of such delays (e.g. hotel, food, transportation, etc.), including unforeseen maintenance problems beyond the control of the Renter (Member) or Richmor Aviation. Renters (Members) are required to notify Richmor Aviation's staff by telephone if such an event is occurring or has occurred. If the aircraft is abandoned and Richmor Aviation must recover the aircraft, the Renter (Member) is responsible for the expenses incurred unless it is due to mechanical problems not caused by the Renter (Member).

Authorization for Repairs

No Renter (Member) may authorize expenditures or otherwise incur financial obligations in the name of Richmor Aviation except as on a case-by-case basis with approval from the Director of Flight Training and Richmor Aviation's Director of Maintenance. Any repair not preauthorized by Richmor Aviation and which incurs expenses exceeding two hundred (\$200.00) dollars shall be the personal financial responsibility of the Renter (Member) authorizing the expense.

Incidents and Accidents

All aircraft accidents and incidents shall be reviewed by Richmor Aviation's Insurance Company, the Director of Flight Training, and the Chief Flight Instructor. Richmor Aviation will hold a hearing to ascertain all relevant information required to make a judgment of cause. Richmor will take appropriate action, up to and including expulsion from the club. The Renter (Member) must report all incidents and accidents to Richmor Aviation's Director of Flight Training or the Chief Flight Instructor immediately.

Member Conduct and Club Policy

Richmor Aviation may terminate a Renter's (Member's) membership if the Renter's (Member's) conduct is not consistent with the best interests of Richmor Aviation. Renter's (Members) are expected to conduct themselves in a manner conducive of maintaining a positive environment. Actions such as, but not limited to, financially deceiving Richmor Aviation, negatively promoting Richmor Aviation, negatively affecting other Richmor Aviation members or Richmor Aviation's interests or causing undue financial burden to Richmor Aviation or its property or assets, stealing, vandalism are basis for temporary suspension or permanent termination of the offending Renter's (Member's) membership and all associated privileges. Further, any violation of this Renter's (Member's) Agreement may be deemed as a basis for Renter (Member) suspension or termination. In the event of such a decision by management, that decision shall be considered final, and all fees paid to Richmor Aviation are non-refundable.

Computer System Privacy

Richmor Aviation respects the individual privacy of its Renters (Members). However, a Renter (Member) cannot expect privacy rights to extend to Richmor Aviation's related conduct or the use of Richmor Aviation owned equipment or supplies. Although renters (members) have individual credentials to Richmor Aviation's scheduling program, this system is always accessible by Renters (Members), Students and Richmor Aviation staff. Renters (Members) are prohibited from using any of Richmor Aviation's electronic intellectual property in any way that may be disruptive or offensive to others. Richmor Aviation cannot be held responsible for any theft or loss of personal information due to illicit access to email or computer systems beyond its control.

Policy on Harassment and Discrimination

Richmor Aviation is committed to providing an environment that is free of harassment or discrimination. In keeping with this policy, Richmor Aviation strictly prohibits harassment or

discrimination of any kind, including based on sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, marital status, sexual orientation, or any other characteristic protected under Federal or State law or local ordinance.

Relationship of the Parties

Notices

All notices and demands of any kind, except those sent electronically by Richmor Aviation, shall be personally delivered, or sent by first-class mail to the Renter (Member) at the address as provided by the Director of Flight Training or the Chief Flight Instructor. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.

Entire Agreement

This Renter (Member) Agreement supersedes all other agreements and Bylaws, either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter. No modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and if any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

Arbitration

Any controversy or claim arising out of or related to this Agreement, or the breach thereof shall be settled by arbitration in accordance with and governed by, the laws of the State of New York.

Amendments

This Renter (Member) Agreement may be repealed or amended, in whole or in part, provided that at least 10 days' notice of such changes has been given to a Renter (Member). The notice shall be mailed to the last known mailing address gleaned by the profile provided by the Renter (Member) and shall include the specific language as drafted by Richmor Aviation. If the Renter (Member) does not agree to the change then the Renter (Member) may terminate membership within 30 days post mark of receipt of notice and writing to Richmor Aviation's Director of Flight Training or the Chief Flight Instructor's mailing address without penalty.

Limitation of Liability

In consideration of Renter (Member) of Richmor Aviation, intending to be legally bound hereby, that Richmor Aviation Aircraft Rentals SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, ANY PASSENGERS, AND PERSONS ON THE GROUND OR IN THE AIR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS EITHER IN THE AIRPLANE OR DUE TO IMPACT OF OBJECTS OR PERSONS IN THE AIR OR ON THE GROUND caused in any manner whatsoever, whether

attributable to the negligence of the Renter (Member), or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by the Richmor Aviation, Inc., and I do hereby waive any right of action against from any and all causes or claims that I may have against them from the beginning of time. The Renter (Member) and the Renters (Members) Estate and Heirs agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of Richmor Aviation. I agree to indemnify and hold Richmor Aviation or any of its stockholders harmless for any losses, judgments or damages the Renter (Member) may incur, including but not limited to attorney's fees, arising out any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is Richmor Aviation's intention that this agreement be interpreted and enforced to the maximum extent allowed by New York State law.

Stipulation

I, the undersigned Renter (Member), have read and fully understand Richmor Aviation's Membership Agreement. I hereby stipulate to adherence thereto for the extent of my membership. I further understand any violation thereof may suspend or terminate my membership with Richmor Aviation.

Signed Date

Renter (Member) Printed Name

Richmor Aviation Printed Name

Renter (Member) Signed Name

Richmor Aviation Signed Name