



Welcome to Nationwide Aviation, we look forward to helping you achieve your aviation goals! As a valued customer, there are a few company policies that you will need to be aware of when renting airplanes. If you have questions or need clarification on any of the policies listed, please ask for our assistance from any Nationwide Aviation representative.

NOTE: all new students must prove U.S. Citizenship prior to obtaining flight training. Resident Aliens (green card holders) and Visa holders, please review requirements with management. Per 49 CFR 1552.3(h) Federal Regulations, effective October 20, 2004.

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from Nationwide Aviation and governs the rental of aircraft and provision of other services by Nationwide Aviation to Pilot.

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

I. Payment. All rental customers MUST have a valid Credit Card on file at all times. Payment is due when services are rendered. Nationwide Aviation accepts cash, checks, Visa, MasterCard, Discover, and AMEX credit cards as payment for services rendered. For customers performing multiple training flights per week, payment may be processed every Friday. All checks returned for “Insufficient Funds” will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

a) Unpaid Rental/No Show Fees/Other Balances. The Pilot authorizes Nationwide Aviation to charge unpaid rental, no show fees, and other balances to the credit card listed in this agreement.

b) Past Due Account. Pilot’s account must be paid current to maintain flying privileges at Nationwide Aviation. An account past due 90 days or more will result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.

c) Refunds. No refunds will be given for any reason.

II. Insurance. All pilots flying Nationwide Aviation aircraft have \$100,000 liability coverage. Coverage details are available by contacting the Flight School Manager. All pilots are required to cover the insurance deductible of \$2,500 or other deductible amount that may become applicable from year to year, in the event of damage to an aircraft. Renter may be responsible for more damage & loss of use. We strongly recommend that you acquire a “Pilot Renter Insurance” policy to increase liability coverage, cover the insurance deductible, and cover potential loss of use of a Nationwide Aviation aircraft. Renter insurance is available through AOPA, Avemco and a number of other providers.

a) Aircraft. In order to meet our insurance obligations, all aircraft will require a checkout flight with a Nationwide Aviation instructor.

b) Damage. The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot. Please ask the Nationwide Aviation Staff for details regarding additional insurance coverage availability. **(STRONGLY RECOMMENDED)**

III. Hold Harmless. The Pilot hereby agrees to indemnify and hold Nationwide Aviation harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

IV. Flight Procedures/Handling of Aircraft

a) Federal Aviation Regulations (FARs). It is the Pilot's sole responsibility to comply with all Federal Aviation Regulations at all times.

b) Handling of Aircraft. With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures.

Any damage, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to the Nationwide Aviation staff immediately PRIOR TO FLIGHT.

Pilot agrees not to accept the aircraft until the Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found, must be reported to the Nationwide Aviation staff immediately and prior to leaving the premises of which the aircraft is located. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to the Nationwide Aviation staff will result in termination of flying privileges and collection action being taken against the Pilot for the cost of repairs.

c) Aircraft Flight Time. The Pilot is responsible for checking the current HOBBS/TACH time, to the highest tenth, before aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately reported to the Nationwide Aviation staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch log, to the highest tenth, the ending HOBBS/TACH time after shutting down the aircraft.

d) Master/Avionics Switches. It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge or jump-start an aircraft because of failure to comply with this rule, the pilot may be charged a fee of \$50.

e) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided (tie-down ropes/wheel chocks, gust locks, throttle locks, etc.).

f) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight.

g) Food/Drinks/Smoking in Aircraft. Food, drinks and/or smoking in the aircraft are strictly PROHIBITED. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.

h) Flight Plan. Nationwide Aviation recommends that prior to any flight beyond 50 nautical miles; the Pilot should file a flight plan with FSS.

i) Weight & Balance. Nationwide Aviation recommends that prior to all flights; the Pilot should calculate the weight & balance of the aircraft.

j) Fees at Other Airports. The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred.

k) Unpaved Airport Landings. Other than with prior permission, or while in training with a Nationwide Aviation Certified Flight Instructor (CFI), the Pilot is NOT ALLOWED to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.

l) Flight Currency with Nationwide Aviation.

It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, Nationwide Aviation requires flight in each type aircraft within the past 6 months, or at the discretion of Nationwide Aviation Staff. Once a Pilot's Nationwide Aviation currency expires, the Pilot may be required to have a flight currency checkout with a Nationwide Aviation Certified Flight Instructor (CFI).

m) Pilot License & Medical Certificate. Nationwide Aviation requires the Pilot to maintain a copy of the Pilot's current Pilot License and Medical Certificate on file with Nationwide Aviation. Nationwide Aviation also requires a copy of the Pilot's valid driver's license for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport ONLY) to be PROVIDED, to Nationwide Aviation, PRIOR TO ANY TRAINING which might result in a Certificate and/or additional rating.

n) Night Flights. It is the Pilot's sole responsibility to comply with all FARs concerning night currency and safety of night flight operations.

o) Overnight Rental. The Pilot understands that all aircraft require a minimum of three (3) hours charge per day for overnight rental. VFR Pilot rental flights are limited to 200 nm, one way, unless prior approval is received from a Nationwide Aviation staff member.

p) Operations. The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records with Nationwide Aviation indicate. Pilots are encouraged to inspect their Nationwide Aviation records periodically. The Pilot will not conduct commercial operations including flight training in a Nationwide Aviation aircraft. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY.

The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly PROHIBITED. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations in the sign off. The Student Pilot will make all landings to a FULL STOP. Student Touch & Go landings are strictly PROHIBITED.

q) Flight Instruction. ONLY Nationwide Aviation Flight Instructors are authorized to provide flight instruction in a Nationwide Aviation aircraft. The Pilot must provide 24 hours notice of cancellation of a rental flight and/or flight lesson. The Pilot may be charged a minimum no show fee of one hour of rental and/or instruction time for failure to comply with this rule. Nationwide Aviation will use its best effort to accommodate extraordinary or emergency circumstances.

r) Flight Instruction Time. Determination of Instruction time given is the sole discretion of the Nationwide Aviation Instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

s) Aircraft Rental/Keys. Nationwide Aviation reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time. The Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact Nationwide Aviation rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$50.00 for failure to comply with this rule.

t) Aircraft Malfunctions. Upon noting discrepancy, call Nationwide Aviation immediately, (817) 456-2329 or (940) 390-0532 for further instructions or to authorize repairs or method of returning home. Renter pilots are not permitted to tamper with or attempt to repair any part of the airplane or its accessories but will contact Nationwide Aviation immediately upon noting the maintenance discrepancy. Nationwide Aviation must authorize all off-site maintenance prior to any maintenance being performed on the aircraft. The renter will coordinate with the Nationwide Aviation on the return of the airplane once the maintenance discrepancy has been repaired.

u) Adverse Weather. It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the home base airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. Nationwide Aviation is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, Nationwide Aviation will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by Nationwide Aviation in returning the aircraft to the home base airport, in addition to the rental charges for the aircraft.

v) Off-site Fuel Purchases. Nationwide Aviation aircraft rent “wet”. This means that all tanks are topped prior to departure and fuel used is included in the rental rate. Fuel purchased away from the home airport is reimbursed/credited to the rental at the rate of \$5.00 per gallon. Any fuel purchased above said rate is to be paid by the Pilot.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to the Nationwide Aviation Staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch. Any maintenance related action required away from home base requires prior authorization from the Nationwide Aviation management. Telephone numbers are located in the aircraft binder (817-456-2329 or 940-390-0532).

VI. Emergencies. Pilot agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by Nationwide Aviation management or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and the Nationwide Aviation staff, in accordance with NTSB requirements.

VII. Governing Law. This agreement shall be construed and enforced under the laws of the State of Texas.

VIII. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.