

Miami Flying Club LLC. Rental Agreements

Name _____ DOB _____
Address _____ SSN _____
_____ U.S. Citizen () Resident () Other ()
E-mail _____ Other: _____

Phone (home) _____ (work) _____ (cell) _____

Name, Telephone and Address of Employer:

Emergency Contacts

Name _____ Ph _____
Name _____ Ph _____

FLIGHT EXPERIENCE

Year of first solo flight _____ Date & Class of last medical _____
Date Private Pilot license obtained _____
Date of last instrument competency check _____
Date & Location of last flight review _____
Name of instructor who conducted last flight review _____

Please check the appropriate FAA certificates now held and year obtained:

() Student Pilot ___ () Private Pilot _____ () Commercial ___ () ATP _____
() CFI _____ () CFII _____ () MEI _____ () MEII _____
() Basic Ground Instructor ___ Instrument Ground Instructor _
() Advanced Ground Instructor ___

Please check the appropriate FAA certificates now held and year obtained:

() Instrument _____ () Multiengine _____ () SEL _____
() MEL _____ () SES _____ () MES _____ () Rotorcraft _____

Initials _____

Date _____

Pilot-in-Command Hours

Total ____ Last Year ____ Last 12 Months ____ Last 90 Days ____

PA 28: Total _____ Last 12 Months ____ Last 90 Days ____

Cessna 172: Total ____ Last 12 Months _____ Last 90 Days _____ -

Other Aircraft:

Type _____ Total _____ Last 12 Mos. ____ Last 90 Days ____

Type _____ Total _____ Last 12 Mos. ____ Last 90 Days ____

Night Flight: Total _____ Last 12 Months _____ Last 90 Days _____

Instrument: Total _____ Last 12 Months _____ Last 90 Days _____

Multiengine: Total _____ Last 12 Months _____ Last 90 Days _____

Refresher/Transition Courses: Type _____

Dates attended _____

Describe any aircraft incident/accident (with dates and locations) that you were involved in as a pilot or copilot within the last 10 years:

As pilot in command or as co-pilot, have you been found guilty of any Federal Air Regulations violations? Please explain.

Have you ever had any suspensions or revocation of your pilot's certificate or driver's license? Please explain.

Any other relevant factors?

By signing below, I attest that to the best of my knowledge, the above information is correct and complete and that I have no impairment or other reasons that would preclude me from piloting an aircraft.

Signature _____ Date _____

Initials _____

Date _____

Insurance Deductibles in Motion/Not-in-Motion*

DATE: _____

I, _____ , authorize the use of the credit card listed below solely for the use of Miami Flying Club, LLC. To resolve account balances due to sales, rentals and training related activities within the CLUB. I understand that if my account at Miami Flying Club, LLC. is left with a balance due, (if I have not provided other forms of payment), this card will be charged immediately for the balance in order to bring my account current.

CREDIT CARD TYPE: _____

ACCOUNT NUMBER: _____

EXPIRATION DATE: _____

V-CODE: _____

ZIP-CODE: _____

SIGNATURE: _____

NOTES:

Amendment:

Initials_____

Date_____

1. Payment Policy

- a. Payment for Services is due at the time the service is render.
- b. Pre-payments are discouraged: however, customers may pre-pay accounts, not to exceed \$2000.00. Unused balances will be refunded on request or whenever a customer completes a course of training for which the payment was intended.
- c. Customers will be informed of the loan program available for their flight training. Loans from these programs will be administered according to the loan agreement.

Signature_____ Date _____

Initials_____

Date_____

Miami Flying Club, LLC.

Covenant Not to Sue, Liability Release, and Assumption of Risk Agreement

I _____, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructors nor Miami Flying Club, LLC., nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, _____ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, Miami Flying Club, LLC., AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS

Participants Signature

Date

Parent or Guardian's Signature (If Applicable)

Date

Miami Flying Club, LLC. RENTAL AGREEMENTS

The renting pilot is responsible for the safe and conscientious operation of the aircraft until it is returned and securely tied down at Miami Flying Club, LLC. Facilities. The following company aircraft rental policies and conditions apply to each flight.

I, the renting pilot, agree:

1. To operate in accordance with all applicable FAA regulations.
2. Not to use the aircraft for flight instruction to any individual, unless I am an authorized Miami Flying Club, LLC. Instructor on a specified dual training flight.
3. To land only at designated airports those are safe and suitable under the prevailing conditions.
4. Not to authorize or allow any other person to operate or handle the aircraft.
5. To telephone Miami Flying Club (305-910 3526). If I am unable to return the aircraft at the agreed time for any reason.
6. To pay any landing fees, tie down fees, or any other charge incurred by me while the aircraft is in my possession.
7. Concerning overnight flights you must request and receive approval from the management of Miami Flying Club, LLC before putting the flight on the schedule.
8. To pay a minimum charge of two hours for each day that the aircraft is in my possession, unless prior approval is acquired from management.
9. To report all accidents, major or minor to Miami Flying Club, LLC at once, together with the names and addresses of witnesses and involved parties. In the event of an accident I will not permit the aircraft to be moved unless expressly authorized by Miami Flying CLUB, LLC, Flight Center or local, state, or federal authorities and will do all that I can to protect the aircraft and its equipment from further loss.
10. To accept the Hobbs Meter reading to the next highest tenth if it is showing. Should the starting time be recorded incorrectly, I must bring this to the attention of the flight desk before starting the flight.
11. To pay the cost of recovering the aircraft if abandoned away from Tamiami Airport (TMB) including: all transportation expenses for one pilot to the abandoned aircraft, pilot time at standard solo rate for all time recorded on the aircraft while away from home base, and all other costs directly related to this operation.
12. To obtain weather reports and forecasts, to file FAA flight plans for all cross-country flights, and to use the aircraft only for this purpose and over the route specified.
13. Should I need to purchase fuel for the aircraft, I will have it credited to my account for the amount of my purchase or the current Miami Flying Club, LLC reimbursement rate, whichever is less. I understand all purchases must be documented with an original receipt at the time the aircraft is returned.
14. To see that the aircraft is securely tied down in a proper area, master and ignition switches off, controls secured, and doors locked.
15. To remain current in each aircraft I fly in accordance with FAR's and to have a recheck if I have not flown a Miami Flying Club, LLC aircraft within the preceding 90 days.
16. A current credit card must be on account prior to renting an aircraft. If you choose not to leave a credit card a balance must be left on the account of greater than the amount that will be flown.

Initials _____

Date _____

17. In regards to a refund on a Pre-Paid Account, I understand a full refund will be given. I understand my refund will then be based upon the remaining funds available. Miami Flying Club will then perform an audit of my account to ensure the accuracy of all charges prior to a full refund (management may elect to provide a partial refund until the audit can be completed). I understand this process can take up to 20 business days to complete.
18. To accept and abide by the current no show policy of Miami Flying Club. If I am unable to fly an aircraft as scheduled, I will notify Miami Flying Club at (305- 910 3526) at least 24 hours prior to scheduled flight time. If I am more than 20 minutes late for a scheduled flight and the flight cannot be reasonably completed in the remaining time scheduled, then I agree to have the flight labeled as a "No Show" and pay a fine equal to ½ of the time scheduled at the aircraft's normal rental price if solo flight or ½ of the time scheduled at the aircraft's normal rental plus full time scheduled for the appropriate instructor if dual flight.
19. To pay all sales and uses taxes in accordance of state laws.
20. Not to either perform or authorize any repairs or adjustments, nor make any purchases in relation to the aircraft without authorization from Miami Flying Club management.
21. To accept liability for any damage done to the aircraft while in my possession.
22. Not to smoke in the aircraft. If found to be in violation of Miami Flying Club's non-smoking policy, I forfeit all privileges as a Miami Flying Club member and agree to pay a cleaning fee of \$50.
23. To provide all necessary personal identification as requested by the flight desk including, but not limited to driver's license, passport, and applicable visas.
24. To be subject to a background check and associated fees as required by the FAA.
25. To maintain aircraft security and cleanliness by following the checklist (i.e.: electrical switches, fuel selector valve, control-lock, proper tie-down, locking all doors and installing pitot tube cover) and removing all trash from the flight deck after each flight. If found in violation of Miami Flying Club's security and cleanliness policy I agree to pay a \$25.00 clean up fee.

SIGNED _____ PRINT _____ DATE _____

WITNESS _____ PRINT _____ DATE _____

Initials _____

Date _____