

Pilot and/or Student Information

General INFORMATION

NOTE: U.S. citizens receiving flight training must submit a copy of a U.S. passport or a birth certificate and a government-issued ID. Non-U.S. citizens must submit the "supplemental information form", along with the TSA approval letter/email.

FULL NAME (FIRST MIDDLE LAST): _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PRIMARY PHONE NUMBER: _____

E-MAIL: _____

DRIVERS LICENSE or ID NUMBER: _____ STATE ISSUED: _____

UNITED STATES CITIZEN: YES NO DATE OF BIRTH: _____

EMERGENCY CONTACT: _____ PHONE NUMBER: _____

FLIGHT EXPERIENCE

CERTIFICATES AND RATINGS HELD:

STUDENT PRIVATE COMMERCIAL ATP

CFI CFII MEI _____

CERTIFICATES NUMBER: _____

LAST FLIGHT REVIEW DATE: _____

LAST IPC (IF APPLICABLE)*: _____

LAST MEDICAL CERTIFICATE (DATE): _____ CLASS: _____

FOR OFFICE USE ONLY

CHECKOUTS

C152 C172 N + P C172 S (NAVII)
 C172 S (G1000) C182 RG _____
 CATALINA BIG BEAR _____

*INSTRUMENT RATED?

YES NO

TOTAL TIME:	ASEL:
AMEL:	INSTRUMENT:
COMPLEX AIRPLANE:	HIGH PERFORMANCE:
PREVIOUS 90 DAYS:	PREVIOUS 12 MONTHS:

CREDIT CARD

FULL NAME (AS IT APPEARS ON CARD): _____

CREDIT CARD #: _____ EXP: ____/____ SECURITY CODE: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

I, _____, hereby authorize Pacific Air Flight School, LLC to charge my credit card for any services rendered by Pacific Air Flight School, LLC in the form of flight training, fuel, Pilot supplies, or anything other expense pertaining to the flight or to flight training expenses. I understand that this authorization will continue until revoked by myself in a written notice delivered to Pacific Air Flight School, LLC.

SIGNATURE: _____ DATE: _____

AIRCRAFT RENTAL AGREEMENT

The Pilot and/or Student Information form, the Aircraft Rental Agreement, and the Covenant Not to Sue, Assumption of Risk, and Release of Liability Agreement are collectively referred to herein as the AGREEMENT ("AGREEMENT"). The AGREEMENT is made this _____ day of _____, 20____ by and between Pacific Air Flight School, LLC (referred to herein as "PAFS") whose address is 3333 E. Spring St. Suite 222, Long Beach, CA 90806, and _____ Student Pilot, Private Pilot, Commercial Pilot, Flight Instructor, ATP, and/or Renter (referred to herein as "Pilot") whose address is _____

This AGREEMENT provides information to all individuals renting aircraft from PAFS and governs the rental of aircraft and rendering of other services by PAFS to Pilot. In consideration of the mutual covenants contained herein and other valuable consideration, the PAFS and Pilot hereby agree as follows:

I. Payment. Payment is due when services are rendered. PAFS accepts cash, checks, Visa, MasterCard, American Express, and Discover as payment for services rendered. All outstanding balances will be charged to the credit card on file within five (5) business days. 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 PAFS to charge unpaid rental, no show/cancellation 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 with PAFS. An account past due 90 days or more will result in collection action being taken. The Pilot is responsible for all reasonable attorneys' fees, court fees, and all other costs arising from any collection action.

c) No show/cancellation fees. Pilots will be assessed a fee, if a Pilot fails to show up for the scheduled flight time, or to notify PAFS of a cancellation either by phone, email or by otherwise cancelling the flight on the aircraft scheduling platform at least 24 hours prior to the scheduled flight time. The amount of the cancellation fee shall be at a rate of one (1) hour of the aircraft rental rate for a scheduled time of up to four (4) hours, and one and one-half (1.5) of the aircraft rental rate for a scheduled time in excess of four (4) hours.

II. Insurance. Current information regarding PAFS's insurance may be obtained through any Staff member of PAFS.

a) Aircraft. In order to meet PAFS's insurance obligations, certain types of aircraft will require special check out procedures. These checkouts must be conducted by an approved PAFS flight instructor.

b) Damage. The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft that is not covered by insurance. 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.

c) Deductible. PAFS's insurance policy carries a \$1,000.00 deductible for moving accidents, and a \$250.00 deductible for non-moving accidents that the Pilot will be obligated to pay in the event of damage to an aircraft. The Pilot will be responsible for any liability to other persons, and any costs, damages, losses, including loss of use arising out of, or in connection with, the use of an aircraft, that is not paid for by PAFS's insurance carrier. Pilot's insurance coverage is strongly recommended.

III. 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 sources regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to PAFS immediately prior to flight. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft's 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 sources regulating post-flight procedures. Any damage found, must be reported to PAFS immediately and prior to leaving PAFS's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to PAFS will result in termination of flying privileges with PAFS 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, on the aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately

reported to PAFS's Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **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 for the costs involved with charging or replacing the battery.

e) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by PAFS (tie-down ropes, chocks, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule. When securing the aircraft away from Long Beach Airport, it is the Pilot's responsibility to ensure that adequate tie-downs are available and secured.

f) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$100.00 for failure to comply with this rule.

g) Food/Drinks/Smoking in Aircraft. Food, drinks and/or smoking in the aircraft are strictly PROHIBITED.

The Pilot may be charged a cleaning fee of \$50.00 for failure to comply with this rule. 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. PAFS recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan with Flight Services Station.

i) Weight & Balance. PAFS recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft to be flown.

j) Fees at Other Airports. The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred en-route or at the Pilot's flight destination, at the time they are incurred. If not settled at that time, the Pilot will be charged a processing fee of \$25.00 for failure to comply with this rule, in addition to any charges incurred by PAFS.

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

l) Flight Currency with PAFS. It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, **PAFS requires flight in a PAFS aircraft within the preceding 90 days.** Once a Pilot's PAFS currency expires, the Pilot may be required to have a flight currency checkout with a PAFS Certified Flight Instructor.

m) Pilot Certificate & Medical Certificate. PAFS requires the Pilot to maintain a copy of Pilot's current Pilot Certificate and Medical Certificate on file with PAFS. PAFS 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) be **PROVIDED 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.

o) Overnight Rental. The Pilot understands that all aircraft require a minimum charge of 2 hours per day for overnight rental or for any scheduled time of more than 4 hours. The Pilot must receive the consent of PAFS to bypass this requirement.

p) Pets. No pets are allowed in PAFS aircraft without prior consent from a PAFS representative. If approved for carrying pets on board a PAFS aircraft, the Pilot will be responsible for aircraft cleanliness. Any cleaning fees that may arise from carrying a pet on board will be assessed to the Pilot or the Pilot's account.

q) All Operations. The Pilot may only rent aircraft for which the Pilot has received a checkout, and for which the Pilot has a written record of that checkout with PAFS. Pilots are encouraged to inspect their PAFS records periodically. The Pilot may not conduct commercial operations including flight training in a PAFS aircraft unless with a PAFS approved Flight Instructor. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by a PAFS Flight Instructor. **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 Flight Instructor and observe all weather and wind limitations as dictated by their Flight Instructor. Student Pilots must make all landings to a **FULL STOP**; touch & go landings are strictly PROHIBITED.

q) Flight Instruction. ONLY PAFS Flight Instructors are authorized to provide flight instruction in PAFS aircraft.

r) PAFS Flight Instructors may be working as independent contractors and may not be employees of PAFS. For a list of approved flight instructors, please visit www.pacificairflightschool.com.

s) Aircraft Rental/Keys. PAFS 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 a 24-hour notice of cancellation of a scheduled rental time, with the exception of weather or illness. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact PAFS 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. If during the course of a rental flight the aircraft suffers a malfunction, making it unsafe or un-airworthy for either continued flight or the planned operation (night, IFR, etc.), the Pilot must contact the aircraft Owner or an approved PAFS Flight Instructor for guidance. The Pilot is not to allow any maintenance work to be performed on the aircraft without prior approval from PAFS. PAFS will not be responsible for incidental travel or other expenses incurred by the Pilot resulting in maintenance delays. The Pilot will be responsible for any charges incurred prior to the malfunction.

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 Long Beach Airport (KLGB), it is the Pilot's responsibility to remain with the aircraft until it is safe to return. PAFS is not responsible for incidental travel expenses or other charges incurred by the Pilot during adverse weather conditions. At the Pilot's discretion, PAFS will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and Pilot time incurred by PAFS in returning the aircraft to the Long Beach Airport (KLGB), in addition to the rental charges for the aircraft. Under no condition should a Pilot fly an aircraft in questionable weather in order to return an aircraft. **Safety must always be the top priority.**

v) Off-site Fuel Purchases. PAFS aircraft rent "wet" (fuel is included). Fuel will be provided by FliteServ (located at 2601 E. Spring St, Long Beach, CA 90806). To order fuel for the aircraft, Pilot must contact FliteServ directly, at the front desk or via telephone. Phone numbers for FliteServ are located on the front cover of the dispatch books. Each PAFS aircraft is on account with FliteServ. If Pilot requires fuel outside of FliteServ's business hours, Pilot may purchase fuel from AirFlite (located at Long Beach Airport) or at the FliteServ fuel island, at the Pilot's own expense. PAFS will reimburse Pilot for fuel purchased from AirFlite or FliteServ's fuel island, if purchased outside of FliteServ's business hours. It is the Pilot's responsibility to confirm an adequate amount of fuel prior to departure. Specific fuel requests should be directed to Pilots who have prior schedules with that aircraft. If fuel is purchased while away from Long Beach Airport, PAFS will reimburse fuel purchases to the lowest retail rate posted at the Long Beach Airport, if a valid receipt is produced when seeking reimbursement.

w) Flights to Catalina and Big Bear. Pilot must have approval from an approved PAFS Flight Instructor prior to flying to Catalina Island (Airport ID: KAVX) or Big Bear (Airport ID: L35). Approval may be achieved by completing a checkout, to the aforementioned airports in this section, with an approved PAFS Flight Instructor.

x) International Flights. International flights can be arranged, but only with the expressed permission from PAFS.

y) Unpaid Balances. Any Pilot who maintains a balance after 5 business days will have their scheduling privileges suspended and will then be required to keep a \$1,000 deposit on account to regain scheduling privileges.

z) Aircraft Logbooks. Obtaining an aircraft's maintenance logbooks for review or practical tests may only be accomplished by making prior arrangements with a PAFS representative.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to PAFS. All squawks must be immediately reported and noted on the aircraft squawk sheet located in the aircraft dispatch books, as well as the online "squawk form" located in the PAFS website (www.pacificairflightschool.com). Any maintenance related action required away from home base (KLGB) requires prior authorization from PAFS. Telephone numbers for PAFS are located on the front cover of the aircraft dispatch books.

VI. Emergencies. Pilot agrees to immediately report all accidents, both major and minor, 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 PAFS 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, the NTSB (if required), and PAFS.

VII. Governing Law. This AGREEMENT shall be construed and enforced under the laws of the State of California.

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

INITIALS: _____

IX. Amendment. This AGREEMENT may be amended by PAFS, as required.

X. Certification. Pilot certifies that all information supplied to PAFS is true and correct.

IN WITNESS WHEREOF the Pilot and PAFS hereby execute this AGREEMENT and thereby agree to be bound by the terms and conditions herein.

Pilot's Printed Name

Pilot's Signature

Date

PAFS Representative Printed Name

PAFS Representative Signature

Date

COVENANT NOT TO SUE, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

I, _____ (“Pilot or Participant”) hereby state and affirm that I am aware that flying and activities associated with flying have inherent, foreseeable, and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my Flight Instructor(s), nor Pacific Air Flight School, LLC, nor any of their respective employees, officers, agents, independent contractors, or assigns (hereafter referred to as “Released Parties”) shall be liable or responsible in any way for any personal injury, death, or other damages to me, my family, estate, heirs, and/or assigns that may occur as a result of my participation in flying aircraft, flying in an aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as “Flight Activities”).

I hereby release, exempt, and hold harmless the Released Parties from any and all claims, demands, injuries, damages, actions, or causes of action arising out of my participation in the Flight Activities, and agree not to file a claim, bring an action, or in any manner pursue the Released Parties for any such claims, demands, injuries, or damages arising out of, or in any manner due to, the Flight Activities.

Additionally, I agree to defend and indemnify Released Parties for any claims, demands, injuries, damages, actions or causes of action made by third parties against the Released Parties arising out of the Flight Activities in which I am engaged, including as a result of the active or passive negligence of the Released Parties, except for the sole negligence or sole willful misconduct on the part of the Released Parties.

In consideration of being allowed to participate in the Flight Activities, I hereby personally assume all risks of the Flight Activities, whether foreseen or unforeseen, known or unknown, that may befall me while I am participating in these activities.

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

In the event that one or more of the provisions or portions thereof of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement are determined to be illegal or unenforceable, the remainder of this Covenant Not to Sue,

Assumption of Risk and Release of Liability Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

I understand the terms herein are contractual and not merely a recital and that I have signed this document of my own free will and with the knowledge that I hereby waive my legal rights, as stated herein.

I have fully informed myself of the contents of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement by reading it before I signed it on behalf of myself and my heirs. I further state that I am of lawful age and legally competent to sign this document or that I have acquired the written consent of my parent or guardian.

Date: _____

Print name

Signature

Date: _____

Print Name of Legal Guardian

Signature