

KITTY HAWK LLC RENTAL POLICY

10-15-04

Kitty Hawk LLC requires all customers to hold the minimum of an FAA Private Pilot Certificate and rating requirements for renting our aircraft. You need to provide your logbook, proof of a Biennial Flight Review, FAA Pilot Certificate, and FAA Medical Certificate. You will be required to complete a checkout form and a dual flight with one of our certified flight instructors. Check out flights usually last about one hour. Check out flight time depends on your experience. Contact us for more information.

Rental rates include fuel and oil. A rental hour is based on "Hobbs" time, in other words, the interval of time in which the engine is running.

RENTAL AGREEMENT

I will observe all Federal and State regulations governing the use and operation of aircraft, including currency and proficiency requirements set forth in FAR 61.57 and 90-day currency with Kitty Hawk LLC.

I will return the aircraft at the agreed time, weather permitting. In the event I am unable to return the aircraft as mentioned above, I understand that I may be charged for the cost of pick up.

I will file a FAA Flight Plan for cross-country flights or any flight exceeding 50 nautical miles or one-hour duration from the Kitty Hawk LLC base of departure. I will leave a copy of my flight plan for cross-country flights at the base of departure.

I will carry in my physical possession, and have readily accessible in the aircraft, all the required FAA documents (including at least my FAA Pilot and Medical Certificates).

In the event mechanical difficulty is encountered while away from the base of departure, I will contact Kitty Hawk LLC for instructions and/or repair authorizations.

In the event of an incident or accident involving personal injury or aircraft damage, I will notify Kitty Hawk LLC immediately, giving a full account, including injuries and the extent of damage. I will provide a written statement or narrative describing the incident or accident, if requested by Kitty Hawk LLC within 10 days.

I will not allow anyone else to pilot the aircraft while in my care, except when authorized by Kitty Hawk LLC.

I will secure the aircraft while not in use, using either a tie-down or a hangar.

Except in an emergency, I will operate the aircraft only at FAA approved (public) airports with hard surface runways.

Night operations will only be conducted from and to a lighted runway.

I understand that I may not provide pilot services to a third party or passengers for compensation or hire while piloting a Kitty Hawk aircraft.

I agree to pay for all services and rental charges at the completion of each flight unless other arrangements are made in advance.

I understand that I am responsible for all fees, except fuel and oil while the aircraft is in my care (e.g., landings fees, parking fees, de-icing fees, and GPU start, etc.). Reimbursement for fuel and oil purchased must be requested at the termination of the flight and accompanied by a receipt. Reimbursement for fuel and oil will be made in the form of a credit to the rental price. Fuel and oil costs will be reimbursed at the rate shown on the receipt, but not higher than the current cost of fuel and oil at the base of rental.

I understand that I must sign this Acknowledgement Agreement. I understand that this Agreement has no expiration and is subject to periodic review and changes in aircraft checkout rental policies.

I understand that violation of this Kitty Hawk Rental Policy could result in loss of rental privileges.

Aircraft leased back to Kitty Hawk LLC for rental to you are insured for hull damages. There is a deductible in the insurance policy. Liability Coverage to pilots of Kitty Hawk, LLC, aircraft is provided in the following amounts: \$100,000.00 each person, \$300,000.00 each occurrence. The deductible is \$500.00 not in motion and \$2,500.00 in motion. Kitty Hawk LLC will hold you responsible for the deductible amount in the event of any damage or loss arising out of your operation of the aircraft.

To the fullest extent permitted by law, Renter shall indemnify and hold harmless Kitty Hawk LLC and Richmor Aviation, Inc., Aircraft Owners and their Directors, Officers, Employees, Agents, and Representatives from and against any and all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the use and/or maintenance of any aircraft, any airport conditions, and/or performance, breach or alleged breach of any representations or obligations of Kitty Hawk LLC and Richmor Aviation, Inc., Aircraft Owners, its Directors, Officers, Employees, Agents and Representatives provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, regardless of whether or not caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

I understand that I am not allowed to leave the country.

No illegal activity allowed as stated In the Aircraft's Pilot's Operating Handbook.

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of the above Kitty Hawk LLC Rental Agreement provided to me by Kitty Hawk LLC on the date set forth below.

Print Name: _____ Date: _____

Signature: _____

(Renter sign here)