

INDY AERO APPLICATION FOR AIRCRAFT RENTAL

Check all that apply:

- Student....._____
- Private....._____
- Instrument Rating....._____
- Commercial....._____
- ATP....._____
- Flight Instructor....._____

Full Legal Name_____

Address as appears on FAA Certificate_____

Current Address_____ City_____ St_____ Zip_____

Home Phone_____ Emergency Contact Phone_____

Birth date___/___/___ Social Security #___/___/___ Email_____

Pilot or Student Certificate Number_____

Occupation_____ Work Phone_____

Employer Name_____

Employer Address_____ City_____ St_____ Zip_____

Financial/Bank Name_____

FAA Medical Certificate Date Issued___/___/___ Class_____

List Waivers: If none, write None_____

TRAINING AND REFRESHER TRAINING

Date of last Flight Review or equivalent___/___/___ Date of last IPC or equivalent___/___/___

Do you participate in the FAA Pilot Proficiency Program? No___ Yes___ If "yes," which is

Your highest phase completed? _____ Date completed___/___/___

FLIGHT EXPERIENCE

Total Hours _____ Total Hours Retractable Gear _____ Hours Actual Instrument _____

Hours in Make and Model (M/M) you are requesting to rent:

Aircraft #1 M/M _____ Hours _____ Aircraft #2 M/M _____ Hours _____

Aircraft #3 M/M _____ Hours _____ Aircraft #4 M/M _____ Hours _____

Aircraft #5 M/M _____ Hours _____ Aircraft #6 M/M _____ Hours _____

Please Explain Fully any “Yes” answers to the following questions on reverse side.

- As pilot-in-command or as co-pilot have you had or been involved in any aircraft accidents/incidents?.....Yes ___ No ___
- As pilot-in-command or as co-pilot have you ever been found guilty on any FAR violations?.....Yes ___ No ___
- Has your automobile operator’s license ever been suspended or revoked?.....Yes ___ No ___
- Have you been arrested for operating an automobile under the influence of alcohol or drug?.....Yes ___ No ___
- Have you had any automobile accidents within the last five years?.....Yes ___ No ___

I represent that the information provided is true and complete and that no material information has been withheld. I have read and agree to comply with the terms and conditions of the Indy Aero, LLC Rental Agreement and Rental Policies. I have presented my pilot and medical certificates to be photocopied below.

Renter’s Signature _____ Date ____/____/____

INDY AERO AUTHORIZATIONS

Instrument Rating Authorization Yes _____ No _____

Date	Aircraft M/M	CFI
____/____/____	_____	_____
____/____/____	_____	_____
____/____/____	_____	_____
____/____/____	_____	_____
____/____/____	_____	_____

INDY AERO, LLC AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Indy Aero, LLC, herein referred to as the "Operator" or "Indy Aero, LLC", hereby leases to the "Renter" the designated aircraft referred to as the "aircraft."

- A. (1) Renter acknowledges and agrees that the aircraft is the property of the Operator.
(2) Renter acknowledges that the owner or Operator of the aircraft is responsible for maintaining the aircraft in an airworthy condition.
(3) Renter acknowledges that he has completed a preflight inspection of the aircraft and has determined that the aircraft is in condition for safe flight.
(4) Renter agrees to return the aircraft at the scheduled time, weather permitting.
(5) Renter agrees to properly secure the aircraft after each flight and to secure hanger space for aircraft during inclement weather.
(6) Renter acknowledges that he will review the aircraft logbooks before the first flight of any rental period.
- B. Renter expressly acknowledges personal liability to pay Operator on demand for the following:
 - (1) Service and time charges computed at the applicable posted rates until said aircraft is returned to Indy Aero, LLC.
 - (2) Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
 - (3) The amount of any landing and parking fees, tie-down, or hangar charges until the aircraft is returned to the Operator at Indy Aero, LLC.
- C. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator collect for instructions upon encountering mechanical malfunctions.
- D. If the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
- E. Renter agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.
- F. Renter agrees to cancel a reservation with no less than 24 hours notice. Failure to do so may result in a service charge. Please refer to Indy Aero, LLC Cancellation Policy.
- G. Renter acknowledges Indy Aero, LLC's 3 hour per day minimum rental rate.
- H. Renter agrees not to transport any pet(s) and/or animal(s) in the aircraft.

- I. Renter agrees that rented aircraft shall not be used or operated:
- (1) For any illegal purposes.
 - (2) In any race, speed test, contest.
 - (3) By any person other than the Renter who signed the agreement.
 - (4) Outside the limits of the Continental United States.
 - (5) To carry passengers or property for compensation or hire.
 - (6) Any flight which the Renter is not properly rated or certified.
 - (7) For instruction by any non-Indy Aero, LLC employee.
- J. All non-tort disputes (including but not limited to contract and account actions) arising out of or in connection with this Rental Agreement shall first be subject to Mediation, consistent with the Indiana Alternative Dispute Resolution Rules Sections 2.1 through 2.11, if the amount in controversy is \$10,000.00 or less. Mediation can be waived if, and only if, both parties agree in writing.

In the event Mediation is waived or is unsuccessful, all disputes defined in the preceding paragraph shall be resolved by final and binding Arbitration consistent with the Indiana Alternative Dispute Resolution Rules, Sections 3.1 through 3.5. Any award rendered at Arbitration shall be final and judgment may be entered upon it for all purposes allowed by Indiana law.

Mediation and/or Arbitration shall take place in Hancock County, Indiana. The Mediator and/or Arbitrator shall be an Indiana Registered Civil Mediator. The Mediator and/or Arbitrator shall be selected by the parties. If the parties cannot agree on a Mediator and/or Arbitrator, Indy Aero, LLC shall select the Mediator and/or Arbitrator. The parties shall divide the cost of Mediation and/or Arbitration equally. Each party shall be responsible for its own costs, expenses and attorney fees associated with the Mediation and/or Arbitration.

In the event a party fails to proceed with Mediation and/or Arbitration, challenges a Mediation agreement or Arbitration award or fails to comply with the terms of a Mediation agreement or Arbitration award, the other party is entitled to costs of suit, including expenses and reasonable attorney fees for having to compel Mediation, having to compel Arbitration or having to enforce any settlement or award.

Notice of the demand for Mediation and/or Arbitration shall be filed in writing with the other party to this Rental Agreement. Any demand for Mediation and/or Arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for Mediation and/or Arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

K. Renter agrees to reimburse the Operator for any and all costs, expenses and reasonable attorney's fees incurred by the Operator in the event suit is instituted by the Operator against the Renter to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages or costs. Operator and Renter expressly agree that any and all suits shall be governed by Indiana law. Operator and Renter expressly agree that Indiana shall be the forum for any legal proceedings by and between the Renter and the Operator and that any and all suits shall be filed and venued/lodged in Hancock County, Indiana.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative

FLIGHT OPERATIONS SAFETY RULES

Renter, by affixing his signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures, and insurance provisions.

*Pilot Certificate - Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.

*Currency - Renter must possess evidence of a current biennial flight review (BFR), medical certificate, and aircraft checkout by a pilot designated by the Operator. If the Renter has not flown an Indy Aero, LLC, aircraft of the same category and class in the preceding 90 days, the Renter will be required to complete a checkout with an Indy Aero, LLC, CFI.

*Preflight – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.

*Weather – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 2,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.

*Take-off and landing area – Renter agrees that no take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 3,000 feet. The Renter agrees not to fly to or from or to land or take-off from grass or unimproved fields. The Renter understands and agrees that a failure to comply with this provision voids insurance coverage that may otherwise apply.

*Physical conditions – Renter shall not operate the aircraft under the influence of any non-FAA approved medication or substance. Additionally, Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.

*The Renter agrees to not fly with less than one hour fuel reserves.

*The Renter will comply with all local, state and federal regulations.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT AND FLIGHT OPERATIONS SAFETY RULES. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND FLIGHT OPERATIONS SAFETY RULES.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative

TRANSIENT MAINTENANCE POLICY

At Indy Aero, LLC we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown occurs while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from Mount Comfort Airport will apply should a breakdown occur.

*In the event of breakdown, notify Indy Aero, LLC of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number and telephone number where you can be contacted.

*Do not authorize any repairs to be made to the aircraft without clearance from the Indy Aero, LLC representative. Failure to do so could result in the Renter being responsible for a portion of the bill.

*Indy Aero, LLC will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fares, etc. will not be reimbursed.

*All repairs will be made by properly licensed facilities and personnel.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT AND TRANSIENT MAINTENANCE POLICY. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND TRANSIENT MAINTENANCE POLICY.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative

CANCELLATION POLICY

Indy Aero, LLC works hard to meet each appointment on time. If any instructor is more than 15 minutes late in starting a lesson, the customer will receive the amount of time scheduled with the instructor, free of charge. You must alert a staff-member immediately of your appointment once an instructor is more than 15 minutes late. Only a verified-tardiness can be reimbursed. Please ask for the name of the staff member who verified an instructor’s tardiness.

While we understand that you may have a favorite instructor, Indy Aero, LLC reserves the right to assign a substitute instructor at any time, with or without notice. Our flight instructors are compensated only while servicing customers. For this reason, the following cancellation fees may be charged:

- Customer will be charged the normal hourly fee for the instructor, beginning at the appointment time. Customers who are tardy for appointments, will pay for the full appointment time.
- Customers canceling a dual lesson with less than 24 hours notice may be charged 50% of the total hours scheduled with the instructor at normal hourly rates.
- Customers canceling a dual lesson with less than 4 hours notice may be charged up to 100% of the total hours scheduled with the instructor at normal hourly rates.

Customers should not assume that a lesson would automatically be postponed because of inclement weather. Ground briefings may be accomplished during this time. At later stages of the flight training, less than perfect flight conditions are an important part of

pilot training and experience. Indy Aero, LLC will call customers when training has been postponed because of hazardous weather.

With respect to aircraft rental, if the Renter fails to show for a flight and/or fails to call Indy Aero, LLC to cancel within 24 hours, Indy Aero, LLC reserves the right to charge for the amount shown on the flight schedule up to two (2) hours.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT AND CANCELLATION POLICY. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND CANCELLATION POLICY.

_____ Date: _____
Renter

_____ Date: _____
Indy Aero, LLC Representative

REFUND POLICY

1. Indy Aero, LLC does not require pre-payment of any money. Payment is expected upon return from each lesson. Indy Aero, LLC has no refund policy in the event the customer does not enter a training course or withdraws, or is discontinued.
2. No customer records, transcripts, flight or ground exam results will be released until all financial obligations due to Indy Aero, LLC have been met.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT AND REFUND POLICY. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND REFUND POLICY.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative

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NOTICE OF INSURANCE COVERAGE

Indy Aero, LLC has purchased an Aircraft Hull and Liability Policy for itself, which is subject to certain exclusions and/or limitations.

Indy Aero, LLC has also purchased a Student Pilot Endorsement. Under the Student Pilot Endorsement, liability coverages provided in Indy Aero, LLC's insurance policy are extended to include as an insured, any person or organization while operating an Indy Aero, LLC aircraft under the terms of any pilot training program which provides remuneration to Indy Aero, LLC for use of aircraft.

Indy Aero, LLC has also purchased a Renter Pilot Liability Endorsement. Under the Renter Pilot Liability Endorsement, liability coverages provided in Indy Aero, LLC's insurance policy are extended to include as an insured, any person or organization while operating an Indy Aero, LLC aircraft under the terms of any pilot rental agreement which provides remuneration to Indy Aero, LLC for use of aircraft.

Insurance coverage under the Student Pilot Endorsement and Renter Pilot Endorsements shall be excess over any other insurance available to a student pilot or renter pilot.

Pursuant to Indiana Code §8-21-3-19.5, each person offering an aircraft for rental shall, at the time the aircraft is rented, provide the renter of the aircraft with written notice of the nature and extent of any insurance covering the aircraft.

As a student pilot or renter of aircraft, you are hereby notified that:

(1) You **are** insured under a policy or policies of insurance obtained by Indy Aero, LLC and providing **liability** coverage to student pilots or renters of aircraft. The combined liability coverage for bodily injury and property damage is as follows:

LIABILITY COVERAGE	LIMITS OF LIABILITY	
Combined Single Limit Bodily Injury,	Each Person	\$100,000.00
including Passengers, and Property Damage	Each Occurrence	\$1,000,000.00

(2) Indy Aero, LLC **is** insured for hull damage to the aircraft.

By signing below, you expressly acknowledge your understanding that you are responsible for payment of deductible for damage to the aircraft that occurs during the rental. Indy Aero, LLC's own insurance deductibles for hull damage are:

AIRCRAFT STATUS	DEDUCTIBLE
Single Engine Fixed Gear	\$5,000.00 nim / im
Single Engine Retractable Gear	\$5,000.00 nim / im

Multi Engine Aircraft	\$5,000.00 nim / im
Taildraggers	\$5,000.00 nim / im
Composite Aircraft	\$5,000.00 nim / im
Aircraft Over 25 Years In Age	\$5,000.00 nim / im

(3) Indy Aero, LLC's insurance company has the right to subrogate against you for any payments it may be required to make on account of any damage or loss arising out of negligent operation of the aircraft. It is recommended that you carry insurance to protect you partially or fully cover this possibility. It is further recommended that you purchase a Non Owned Aircraft Insurance Policy from an insurance company to protect yourself in situations where you may be found liable under the law for personal injury and/or property damages, including damage to the aircraft itself.

Anyone who flies an aircraft as pilot-in-command can be held legally responsible for his/her actions of operation of that aircraft. The renter must be aware that he/she may be held responsible for any damage and/or personal injury caused by operation of that aircraft whether they own it or have rented it.

Pursuant to Indiana Code §8-21-3-19.5, this NOTICE OF INSURANCE COVERAGE constitutes a part of a rental agreement, whether written or oral. Each Renter must provide written acknowledgment of receipt of the notice.

Pursuant to Indiana Code §8-21-3-19.5, receipt of this NOTICE OF INSURANCE COVERAGE constitutes notice for a subsequent rental of the same aircraft to the same person unless the amount of insurance coverage has been reduced or eliminated (as specified in the original notice), in which case a new notice is required.

Pursuant to Indiana Code §8-21-3-19.5, a person offering an aircraft for rental shall maintain a copy of the notice provided to each Renter for at least three (3) years from the date of the last rental to that Renter.

Pursuant to Indiana Code §8-21-3-19.5, a person offering an aircraft for rental who fails to provide notice as required by this section commits a Class A infraction.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I HAVE READ AND I UNDERSTAND THE NOTICE OF INSURANCE COVERAGE. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND NOTICE OF INSURANCE COVERAGE.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative

QUALIFICATION REQUIREMENTS FOR AIRCRAFT RENTAL

In order to meet the requirements for renting from Indy Aero, LLC's fleet of aircraft you must meet the following qualification requirements as to the aircraft rented:

Cessna 172R & 172SP

- Private Pilot License
- Checkout from Indy Aero, LLC, CFI

Cessna 172 RG

- Private Pilot License
- 150 hours total time
- 5 hours minimum in make/model
- Checkout from Indy Aero, LLC, CFI
- Complex endorsement
- 25 hours retractable gear or: 5 hours dual instruction in make/model

Cessna 182T

- Private Pilot License
- 5 hours minimum in make/model
- Checkout from Indy Aero, LLC, CFI
- High Performance endorsement

Cessna 182T Glass Cockpit

- Private Pilot License
- 5 hours minimum in make/model
- Checkout from Indy Aero, LLC, CFI
- High Performance endorsement
- Completion of Indy Aero, LLC Glass Cockpit Transition Course

Piper Seminole

- 250 hours total time with multi-engine and instrument rating
- 25 hours multi-engine
- 10 hours in make/model
- Instrument Proficiency Check within the preceding 12 months
- Checkout from Indy Aero, LLC, MEI

By signing below you expressly acknowledge your understanding of the

qualification requirements for aircraft rental. By signing below, you expressly acknowledge your understanding that failure to meet the qualification requirements for aircraft rental may jeopardize insurance coverage provided by Indy Aero, LLC's insurance carrier to Indy Aero, LLC. By signing below you also affirm that you meet or exceed the qualifications required to fly the aircraft that you rent from Indy Aero, LLC's fleet of aircraft.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT AND QUALIFICATION REQUIREMENTS FOR AIRCRAFT RENTAL. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND QUALIFICATION REQUIREMENTS FOR AIRCRAFT RENTAL. I FURTHER ACKNOWLEDGE THAT MY PILOT QUALIFICATIONS MEET OR EXCEED THE QUALIFICATIONS REQUIRED TO RENT THE AIRCRAFT THAT I RENT FROM INDY AERO, LLC'S FLEET OF AIRCRAFT.

_____ Date: _____
Renter

_____ Date: _____
Witness - Indy Aero, LLC Representative