



9. Unless on a cross-country flight, all students will stay within the designated practice areas. Instructors will ensure that students are familiar with the local practice areas, and can identify the designated areas on the appropriate maps.
10. No flights will be conducted in, around or below any Class Bravo, Class Charlie, or any area of congested airspace without students having received instruction and a logbook endorsement.
11. All students will use Hayward ATIS (126.7) for the most current weather information prior to local practice area flights. Oakland Flight Service (1-800-WX-BRIEF) will be contacted for weather briefings prior to all flights outside the local area.
12. All dual and solo VFR & IFR cross-country flights will file a flight plan with Oakland FSS or the appropriate FSS. Hayward Airport will be used as the airplane base, and (510) 670-4719 will be the listed telephone number on the flight plan. Flight plans need to be filed for all night flights leaving the Hayward Airport traffic area.
13. All students and rental parties will adhere to all Federal, State, Local, FAA, and airport rules and regulations.
14. Smoking is not permitted in any company airplane or on the ramp. In addition, no food or drinks shall be consumed in any company airplane.
15. Any malfunction, damage, or trouble must be reported to the Chief Flight Instructor or his designated on-duty assistant or the Chief Mechanic.
16. Aircraft must be returned by the agreed time, or be subject to a late fee for late return.
17. No landings will be made on dirt, gravel, grass, or unimproved runways without prior authorization from the Chief Flight Instructor.
18. A flight plan copy must be left at the dispatch desk prior to all student-cross country flights. In addition a complete itinerary will be left at the dispatch desk for all flights in excess of twenty-four hours.
19. For aircraft rented for a day there is a minimum charge of four hours per day if flight time is less than 4 hours. Advance payment is required unless waived by management.
20. Careless procedures or abuse, beyond normal wear and tear will be charged to the student or renter.
21. Habitual tardiness or no-shows will be subject to a late or no-show fee of one hour of flight time.
22. Students or renters will be assessed \$100.00 for battery recharging and other costs resulting from leaving the master switch on at the end of a flight.
23. Twentyfour hours advance notice is required for the cancellation of all flights, unless due to weather conditions. The company, at its discretion may impose charges for failure to cancel a scheduled flight. If cancellation notice is not given the company reserves the right to re-assign the airplane after a period of 15 minutes from initial scheduled flight time.
24. All flight tach and hobbs time will be logged on the aircraft time sheet. Student logbooks will be signed upon the completion of each lesson by their instructor.
25. Student solo flights between sunset and sunrise is PROHIBITED

26. Under no circumstances will a student, renter, or instructor hand prop ANY company airplane. Always treat all props as being "HOT". Touching the propeller should be limited to the preflight inspection, and straightening to the horizontal position at the completion of flight. The magnetos off, the keys in sight, the airplane parked and secured.
27. Aircraft are to be pulled out of the tie-downs using a tow-bar, before starting the engine. Engine starts are to be performed with caution for the effects of prop blast. Aircraft are to be placed back at the tie-downs using the tow-bar, with the propeller placed in a horizontal position as previously described. Excessive use of RPM for maneuvering in the tie-down areas is STRICTLY PROHIBITED.
28. No takeoffs or landings are permitted for students at airports with an elevation greater than 2000 feet MSL, before receiving a high altitude checkout.
29. Student pilot cross-wind takeoffs and landings will be limited to a ten knot maximum, with the wind direction being within thirty degrees of the runway centerline
30. All landings will be made at registered airports with hard surfaced runways which are longer than 2500 feet.
31. Published minimums will be raised by 100 feet until students have accomplished 100 hours of instrument time and had an instrument proficiency check with a company instructor.
32. No IFR departures may be made with the ceiling less than 800 feet AGL, and visibility below 1 statute mile.
33. Only instructors may conduct emergency procedure practice. In multiengine aircraft, only multiengine instructors may conduct single engine practice.
34. Multiengine instructors will simulate all engine failures by retarding only the throttle below 3000 feet AGL. Above 3000 feet AGL, the mixture may be retarded when in close proximity to an airport. Engine failure on take-off will be simulated below 30 knots, or as advised in the POH of the airplane.
35. A minimum of three takeoffs and landings every sixty days is required to maintain currency in any company airplane. A company instructor endorsement can also be used to meet this requirement.
36. Students and renters will not take any company aircraft for which they do not hold a valid checkout and logbook sign-off from a company instructor.
37. A thorough pre-flight inspection will be conducted before every flight. No pilot should accept an aircraft unless satisfied that it is air worthy.
38. Students and renters agree not to tamper with, attempt to repair, or authorize any repair, to any company airplane without company approval.
39. Over water flights will not be conducted without the required onboard apparatus.
40. International flights and flights to Mexico are prohibited without written approval from company management.
41. Aircraft must be returned to the company unless prior approval from management has been obtained to abandon the aircraft. A recovery fee will be assessed for the return of the aircraft if the abandonment was caused by anything other than mechanical malfunction.

42. Students and renters agree to adhere to all published noise abatement procedures.
43. Students and rental pilots agree to report all occurrences (major or minor) to any aircraft damage, accident, incident or event which may result in an insurance claim to company management. In the event of the occurrence include names and addresses of all witnesses and parties involved. The airplane will not be moved without the consent of company management, the appropriate law enforcement agency, the FAA and NTSB or all of the above
44. All students and renters agree to pay the published rate per hour of flight time as measured by the Hobbs Meter installed in the company aircraft. Students and renters understand that any training package purchased consists of only those materials and services detailed in the package.
45. All students and renters who do not have block time or a deposit agree to give a credit card which authorizes Flying Vikings to charge the card for payment. You agree that time is of the essence in your timely payments and that you will pay strictly in accordance with the posted rates at time of flight. It is also agreed that if you are late with a payment, you agree to pay us a late charge of \$25.00. In addition interest of \$1.65% per month (19.8% Annual Percentage Rate), or the highest rate allowed by law will be charged on all past due amounts. If Flying Vikings terminates a student's training program, the student will receive a pro-rated refund based on the flight hours used. If a student or renter elects to terminate a program before the quoted flight hours are used, the student or renter will receive pro-rated refunds based on the following:
  - a. No more than one flight completed: Full refund minus \$125.00 service fee.
  - b. Up to 25% of hours completed: 50% refund.
  - c. Up to 50% of hours completed: 25% refund.
  - d. More than 50% of hours completed: No refund.
46. The refund policy to students on deposits received from Financial Institutions as student loans will conform to the terms and conditions agreed to in the "Application Processing Agreement" between Flying Vikings Inc. and the Financial Institution.
47. Only a limited amount of Flying Vikings liability insurance is available to protect students or renter pilots for bodily injury and property damage claims brought against them by others (subject to the terms and conditions of the policy). Flying Vikings Insurance does not protect you for aircraft damage. You must obtain your own Non-Owned Aircraft Liability Insurance (including hull damage liability and down time of aircraft) to be properly protected.
48. If you breach this Agreement, we may declare all amounts due (or that may become due) under this Agreement immediately due and payable without notice to you. We will have all of the remedies available at law or in equity. You also agree that we may refer you to collection and credit reporting agencies and we may employ an attorney to protect our rights hereunder. In

any event we will be entitled to reasonable attorneys' fees, court costs and costs of collections, including collection agency fees, in addition to any other relief to which we may be entitled. For purposes of this paragraph #48 unless otherwise specified, the directory issue life and agreement term shall be deemed to be 48 months.

49. You agree to indemnify, defend and hold us and our stockholders, directors, officers, employees, agents, representatives and assigns harmless from and against all claims, demands, damages, expenses and liabilities. This includes accounting and attorneys' fees and court costs and expenses arising out of or in any way connected with this Agreement.
50. This contract is made in the City of Hayward, State of California. Venue will lie only in Alameda County, California.
51. I confirm that I have been given a copy of Flying Vikings Rental Agreement relating to the operating procedures and rules and regulations and agree to abide by the terms and conditions therein.

First Name: \_\_\_\_\_ Last Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone# R. \_\_\_\_\_ Cell: \_\_\_\_\_

Birth Date: \_\_\_\_\_ DL#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_ Phone#: \_\_\_\_\_