

FLYING VIKINGS INC.

RENTAL AGREEMENT

This document is the Operating Procedures Outline for Flying Vikings Inc. and includes the basic Guide lines that all students, instructors, and renters shall adhere to. In the event of a discrepancy between this outline and the Federal Aviation Regulation (FAR) the FAR shall take precedence. All pilots need to comply with these procedures at all times while operating any airplane owned or leased by Flying Vikings Inc.

1. All students, instructors and renters shall adhere to all Federal, State, Local, FAA, and airport rules and regulations, including noise abatement procedures. No pilot should accept an aircraft unless satisfied that it is air worthy.

2. No flights into known or forecast icing conditions or thunderstorm activity are permitted.

Weather minimums:

Solo VFR Local Flights: CEILING: 2000 feet, VISIBILITY: 5 statute miles, MAX Wind: 15 knots with a crosswind component no more than 8 knots

Solo VFR Cross-Country Flights: CEILING: 3500 feet, VISIBILITY: 7 statute miles, MAX Wind: 15 knots with a crosswind component no more than 8 knots

Dual VFR Local flights: CEILING: 1500 feet, VISIBILITY: 3 statute miles, MAX Wind: 20 knots with a crosswind component no more than 10 knots.

Dual VFR Cross-Country flights: CEILING: 3000 feet, VISIBILITY: 5 statute miles, MAX Wind: 20 knots with a crosswind component no more than 10 knots.

Solo IFR Flights: CEILING: 2000 feet, VISIBILITY: 5 statute miles, MAX Wind: 20 knots with a crosswind component no more than 10 knots.

Dual IFR Day Flights: CEILING: 1000 feet, VISIBILITY: 3 statute miles, MAX Wind: 20 knots with a crosswind component no more than 10 knots

Dual IFR Night Flights: CEILING: 2000 feet, VISIBILITY: 5 statute miles, MAX Wind: 20 knots with a crosswind component no more than 10 knots.

3. All pilots 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) must be contacted for weather briefings prior to all flights outside the local area.

4. All solo VFR cross-country flights and all IFR 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 must be filed for all night flights leaving the Hayward Airport traffic area.

5. 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 of twenty-four hours or longer.

6. For aircraft rented for a day or longer, there is a minimum charged of 4 hours per day if flight time is less than four hours. Advance payment is required.

6. 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.

7. Smoking, food or drinks, (except water on a long cross-country flight) is not allowed in any Flying Vikings Inc. owned or leased airplane.

8. The airplane Checklist must be used before and during all phases of flight. Taxi speed on the ramp and in close proximity to other aircraft must be kept to a speed equal to a slow walk. Taxi speed in other areas must be no faster than that of a brisk walk.

9. All dual and solo flights shall adhere to the right of way rules as defined by FAR 91.113 always assume that the other aircraft does not see you.

10. No cross country flights over the following duration will be made without a refueling stop:
Cessna 152 – 3 hours, Cessna 172 – 3 hours Piper PA 44 -5 hours, Piper PA28 R200 – 4 hours.

11. Under no circumstance will a student, renter, or instructor hand prop any Flying Vikings Inc. owned or leased 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 the flight.

12. Except for traffic pattern operations, all maneuvers shall be conducted no lower than 500 feet AGL. Dual emergency landing practice shall not be conducted below 500 feet AGL unless over an active airport runway.

13. Any unscheduled (unplanned) landings on or off Hayward Airport must be reported immediately by phone, text message or e mail to the Chief Instructor or management as soon as possible.

14. No landings will be made on dirt, gravel, grass or unimproved runways without prior authorization from the Chief Instructor or Mats Salomonsson. All landings will be made at registered airports with hard surfaced runways which are longer than 2500 feet.

15. No takeoffs or landings are permitted for renters or students at airports with an elevation greater than 2000 feet MSL, before receiving a high altitude checkout.

16. Only instructors may conduct emergency procedure practice. In a multi-engine aircraft, only multi-engine instructors may conduct single engine practice.

17. All aircraft are to be untied and pulled out of the tie-down area using a tow-bar, before starting the engine. Engine starts are to be performed with caution for the effects of prop blast.

18. Upon completion of all dual flights, the instructor will ensure the security of the airplane by the tie-down ropes, and adherence to the post-flight requirements. This task is delegated to the student on all solo flights, or to the renter on all rental flights. Excessive use of RPM for maneuvering in the tie-down area is STRICTLY PROHIBITED. The airplane must be secured at all times when unattended, and the control lock installed. Airplanes that have covers need the cover and sunshade to be put on after flight.

19. The aircraft must be returned on time, or be subject to a late fee for late return.

20. Squawks must be noted on the squawk sheet. Any malfunction damage or trouble must be reported to the chief Instructor, or his designated on-duty assistant or Mats Salomonsson. Students, renters, instructors agree not to tamper with, attempt to repair, or authorize any repair, to any Flying Vikings Inc. owned or leased back aircraft without approval from Flying Vikings Inc. management. No aircraft is to be flown with an open squawk.

21. Careless procedures or abuse, beyond normal wear and tear will be charged to the student or renter.

21. All flight tach and hobbs time must be logged on the aircraft time sheet. Students log books shall be signed upon completion of each lesson by their instructor.

22. Student solo flights between sunset and sunrise are PROHIBITED.

23. Tardiness or no-shows will be subject to a late or no-show fee of one hour of flight time. Flying Vikings Inc. reserves the right to re-assign the airplane after a period of 15 minutes from initial scheduled flight time.

24. Students, renters, instructors will be charged \$150.00 for battery recharging and other costs resulting in leaving the master switch on at the end of a flight.

26. Twenty four hours advance notice is required for the cancellation of all flights, unless due to weather conditions. Failure to cancel a scheduled flight will result in a two hour flight charge.

27. A minimum of three takeoffs and landings every sixty days is required to maintain currency in any Flying Vikings Inc. owned or leased back airplane. Flying Vikings instructor endorsement can also be used to meet this requirement.

28. Students, renters and instructors will not take any Flying Vikings Inc. owned or leased aircraft for which they do not hold a valid checkout and logbook sign-off from a Flying Vikings Inc. instructor.

29. Over water flight will not be conducted without the required onboard apparatus.

30. International flights and flights to Mexico are prohibited without written approval from Flying Vikings Inc. management.

31. All aircraft must be returned to Flying Vikings Inc. 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.

32. Students, renters and instructors agree to report all occurrences major or minor to Flying Vikings Inc. management, regarding aircraft damage, accident, incident or event which may result in an insurance claim. Names, phone numbers and addresses of all parties involved need to be included in this report. The aircraft must not be moved without the consent of Flying Vikings Inc. management, or the appropriate law enforcement agency, or the FAA or NTSB or all of the above.

33. Only a limited amount of Flying Vikings Inc. liability insurance is available to protect students, renters, or instructors 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 and liability and down time of aircraft) to be properly protected.

34. All students, renters and instructors agree to pay the published rate per hour of flight time as measured by the Hobbs Meter installed in the aircraft. Time is the essence in your timely payments. 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 per flight. If Flying Vikings Inc. terminates a student's training program, the student or renter will receive pro-rated refunds based of the following:

- a. No more than one flight: Full refund minus \$300.00 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.

35. 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.

36. 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 #36 unless otherwise specified, the directory issue life and agreement term shall be deemed to be 48 months.

37. 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 attorney's fees and court costs and expenses arising out of or in any way connected with this Agreement.

38. This contract is made in the City of Hayward, State of California. Venue will lie only in Alameda County, California USA.

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 and Last Name _____

Signature: _____ Date: _____

Address and phone #: _____

Driver's Licence # _____ Expiration Date _____