

TCL FBO, LLC (D/B/A BAMA DIXIE AIR) AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, TCL FBO, LLC (d/b/a Bama Dixie Air), herein referred to as "Bama Dixie Aviation," hereby leases to the "Renter" the designated aircraft referred to as the "Aircraft:"

Tail Number: _____

- 1) Renter acknowledgements and agreements:
 - a) The rental rates to rent the Aircraft shall be those posted at Bama Dixie from time to time. Renter must provide a credit card to be charged for the rental.
 - b) During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
 - c) All Aircraft operations shall be conducted under FAR 9 I and shall be in strict accordance with the FARs then in effect. "FARs" means the Aeronautics Regulations of Title 14, Parts I to 399 of the United States Code of Federal Regulations, as amended.
 - d) All Aircraft operations shall be in accordance with the Aircraft's Pilot Operating Handbook/Flight Manual.
 - e) Renter acknowledges that he/she has completed a preflight inspection of the Aircraft and has determined that the Aircraft is in condition for safe flight.
 - f) Renter agrees to return the Aircraft at the scheduled time, weather permitting.
 - g) Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather. If weather prevents a timely return, the pilot must call and inform Bama Dixie Aviation of the delay.
 - h) Renter acknowledges that he/she will review the Aircraft logbooks before the first flight of any rental period.
 - i) Landings are only permitted on airports with paved runways. No dirt or grass strip landings are allowed.

2) An aircraft "Pre-rental Check Out" must be completed by Bama Dixie Aviation's flight instructor prior to the first flight.

* If the ninety (90) day currency lapses, an additional pre-rental checkout must be accomplished.

***The pre-rental check will consist of an oral and/or written test, and of a flight competency flight.**

- a) Aircraft is to be operated within Fifty (50) NM of KTCL unless otherwise approved by Bama Dixie Aviation. Flight plans shall be filed with Bama Dixie Aviation for all flights outside of One Hundred Fifty (150) NM of KTCL.
- b) All flights taking place between sunset and sunrise must be approved by Bama Dixie Aviation.
- c) Weight and Balance must be performed on all flights.
- d) If a mechanical problem occurs while the Aircraft is in renter's possession, the Renter shall immediately call Bama Dixie Aviation and get prior approval for any repairs being made.
- e) Renter shall be responsible for any premature routine maintenance incurred (such as replacing tires with "flat spots") that result from poor operational skills of the pilot. **Thorough preflight is encouraged.**

3) Renter expressly acknowledges personal liability to pay Bama Dixie Aviation on demand for the following:

- a. Service and time charges computed at the applicable posted rates until the Aircraft is returned to Bama Dixie Aviation.
 - b. Any loss or damage to the Aircraft, its components, parts or equipment during the rental period, including but not limited to, insurance deductibles. Bama Dixie Aviation highly recommends that any and all Renters purchase an aviation insurance policy commonly referred to as "RENTER'S INSURANCE." These policies are available through multiple aviation organizations such as the Aircraft Owner's and Pilot's Association (AOPA).
 - c. All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state registration and FCC licensing charges.
 - d. The amount of any landing and parking fees, tie-down, or hangar charges until Aircraft is returned to Bama Dixie Aviation at KTCL.
- 4) Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact Bama Dixie Aviation for instructions upon encountering mechanical malfunctions.

5) PROHIBITED ACTIVITIES:

The following activities are expressly prohibited:

- Smoking or permitting smoking in the Aircraft
- Low level flying below 500 feet except for takeoff and landing
- Aerobatics and Spins

- Off airport landing, except during an emergency
- Hand propping the engine
- Commercial Activities and/or operations including giving or receiving flight instruction from anyone other than an approved Dixie Aviation instructor.

6) If the Aircraft is abandoned away from the home base airport, the Renter will be charged pilot and aircraft expenses at triple normal rates to fly to the aircraft's location and return the Aircraft to home base.

- 7) Renter agrees to report any Aircraft damage, accident or incident to Bama Dixie Aviation as soon as possible.
- 8) Absent adverse weather conditions, Renter agrees to cancel a reservation with no less than 48 hours' notice. Failure to do so will result in a service charge equal to the applicable hourly rental charge the Renter would have incurred for the period the Aircraft was reserved..
- 9) Renter Acknowledges Bama Dixie Aviation's posted minimum rental rate (both in terms of rent rate and rental term) for rental unless prior arrangements are made with Bama Dixie Aviation.
- 10) Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft.
- 11) Renter agrees that the Aircraft shall not be used or operated:
 - a. For any illegal purposes.
 - b. In any race, speed test, contest.
 - c. By any person other than the Renter.
 - d. Outside the limits of the continental United States without written authorization from Bama Dixie Aviation.
 - e. To carry passengers or property for compensation or hire.
 - f. For any flight for which the Renter is not properly rated or certified.
 - g. For instruction by any non-Bama Dixie Aviation employee.
- 12) Dispute Resolution. The parties agree to use every reasonable effort to settle any dispute or disagreement between them relative to this Agreement by amicable means and not to resort to legal action unless and until the parties, in good faith, have attempted to settle such dispute or disagreement in the foregoing manner. If the parties do not reach settlement within a period of twenty (20) days, the parties hereto shall submit the dispute to mediation on the terms and at a location determined by the parties. If the mediation methods should prove to be impracticable, any controversy or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state courts of Alabama situated in Tuscaloosa County, Alabama.
- 13) Law and Venue. Governing law shall be the law of the State of Alabama. Venue shall be the federal and state courts located in Tuscaloosa, Alabama.
- 14) **WAIVER OF TRIAL BY JURY: TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY ALL PARTIES HERETO THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY WAIVE TRIAL**

BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS ON ANY MATTERS ARISING OUT OF, OR ANY WAY CONNECTED WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 15) Renter agrees to reimburse Bama Dixie Aviation for any and all costs, expenses and reasonable attorney's fees incurred by Bama Dixie Aviation in the event suit is instated by Bama Dixie Aviation 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.
- 16) Renter agrees if the Aircraft leaves the taxiway, runway, or paved surface for any reason during taxi, takeoff, or landing phase, the Renter will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until Bama Dixie Aviation personnel have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface. Renter will be responsible for all damage to the Aircraft in all circumstances.
- 17) **DISCLAIMER OF WARRANTIES:** Renter hereby acknowledges that Bama Dixie Aviation is not the manufacturer of the Aircraft, or the manufacturer's agent, and that **BAMA DIXIE AVIATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**
- 18) Renter agrees to release, indemnify, and hold Bama Dixie Aviation, its owners, members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition

of this Rental Agreement, arising by any act or failure to act on the part of the Renter, or otherwise arising. Bama Dixie Aviation shall not be liable for its failure to perform under this Rental Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Bama Dixie Aviation's reasonable control.

- 19)** Renter hereby agrees that under no circumstances shall Bama Dixie Aviation be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability

and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Rental Agreement.

20) Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, Bama Dixie Aviation, at its option, and without further notice, has the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by Bama Dixie Aviation of either or both of the rights specified above shall not prejudice Bama Dixie Aviation's right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Rental Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.

21) Truth in Leasing.

THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.

RENTER AND NOT BAMA DIXIE AVIATION SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL AGREEMENT. THE RENTER SHALL BE THE PERSON RESPONSIBLE OPERATIONAL CONTROL OF THE AIRCRAFT.

AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT.

IACKNOWLEDGETHATHAVE RECEIVED A COPY OF THIS RENTAL AGREEMENT.

Renter

_____ *Date:* _____