

GREAT PLANES AVIATION
FLIGHT SCHOOL AND AIRCRAFT RENTAL

Operations Manual and Rental Agreement

REVISED OCTOBER 2018

Preface

This combined Operations Manual and Aircraft Rental Agreement ("Agreement") is entered into and agreed to by and between the individual pilot, hereinafter referred to as "renter", whose address and signature appear on the Pilot Information Form and Great Planes Aviation, a Kansas Limited Liability Corporation, hereinafter referred to as "GPA". GPA is an aviation fixed base operator at the Newton City County Airport in Newton, Kansas. In conjunction therewith, GPA provides the following services:

- A. aircraft rental to pilots, certificated by the Federal Aviation Administration ("FAA")
- B. aircraft rental to student pilots, under the supervision of a GPA approved instructor who is certificated by the Federal Aviation Administration ("FAA")
- C. Aircraft rental in conjunction with flight instruction to individuals seeking flight training.
- D. Discovery Flights to the general public and those seeking an introductory training flight.

1 General Information

The purpose of this document is to familiarize the reader with the policies, and proper operating procedures of Great Planes Aviation. All renters are expected to read and become familiar with this entire manual. Failure to comply with any section may result in suspension or dismissal from this organization, revocation of rental privileges, and/or enforcement action by the Federal Aviation Administration (FAA).

In addition to the policies and procedures contained herein, all flight and training operations must be conducted in accordance with applicable Training Course Outlines, Federal Aviation Regulations (FAR), FAA Airmen Certification Standards (ACS), Aircraft Flight Manuals, Aircraft Checklists, and Aircraft Operations and Maneuvers Manuals.

1.1 Contact Information

Name/Function Phone Number Email

Georg Schirmer - Director of Operations (DOO) 316-633-1547 georg@flygpa.com

Adam Schneider - Hutchinson Operations Director 620-960-4130 adam@flygpa.com

1.2 Airport and Facility Information

Great Planes Aviation operates out of two locations:

Newton, Kansas KEWK

GPA is a fixed base operator (FBO) at the Newton City County Airport, located at 810 N Oliver Rd, Newton, KS 67114. GPA is providing a pilot lounge to all authorized renters , including pilots and student pilots. A computer with Internet access is provided for flight planning and other aviation related matters only. The lounge is accessible 24 hours a day. Guests of all ages must be accompanied by an authorized pilot. Damage to any GPA or airport property must be reported immediately.

Hutchinson, Kansas KHUT

GPA rents space in a community hangar at Wells Aircraft. Wells is responsible for all aircraft movement into and out of their hangar. Wells has a lounge available to all pilots. Access to Wells' training room and computers needs to be coordinated through the Hutchinson Operations Director.

Qualified pilots wishing to rent aircraft in Hutchinson must contact Wells Aircraft at 620-663-1546 during regular office hours (Monday to Saturday, 8am to 5pm) at least 30 minutes prior to flight. Contact the Hutchinson Operations Director for access to aircraft ignition key(s).

2 Renter Qualifications

Anyone who rents an aircraft from GPA, including student pilots, must satisfy the following requirements:

1. Hold appropriate certificates and/or ratings for the specific aircraft to be rented with a copy provided.
2. Hold a current FAA medical certificate with a copy provided.
3. Complete and sign a Pilot Information Form and Contractual Agreement Form
4. Provide a state or government photo I.D. to be copied.
5. Pass a flight check in the specific aircraft to be rented with a GPA instructor, unless already approved through training (Instruction charges may apply)
6. Maintain a 6 month rental currency in the specific aircraft.
7. Maintain a 90 day landing currency (FAR 61.57) and hold at least a private pilot certificate to carry passengers.
8. Meet the flight review requirements of FAR 61.56.
9. Hold an Instrument Rating and maintain instrument currency required by FAR 61.57 if the aircraft is to be flown under instrument flight rules.

3 Scheduling

Great Planes Aviation provides scheduling through an online system that can be accessed through our website <http://www.flygpa.com>. Users must register online prior to obtaining schedule access. By registering, the users accept all terms and conditions that pertain to the aircraft scheduling procedure which are listed below.

3.1 Schedule, Cancellation and No-Show Policy

- i) Renters who wish to schedule an airplane online must be in good standing as defined in section
- ii) Renters must notify the DOO for scheduled events which exceed 24 hours.
 - iii) Renters with at least a private pilot certificate may schedule a plane for up to 2 full days on a single schedule event. Rental periods of more 2 days require permission by the DOO.
- iv) Renters are expected to utilize the aircraft for no less than 50% of the scheduled time but are not required to exceed the daily minimum for overnight rental:
 - 3 flight hours per week day (Mo-Fr)
 - 4 flight hours per day on weekends (Sat-Sun) and holidays
- v) Any renter who is more than thirty (30) minutes late for their scheduled time slot forfeits the remainder of their reservation period and may be assessed a no-show fee of 1 flight hour and 1 instruction hour if applicable.
- vi) Aircraft rentals and dual lessons may be canceled for any reason without charge if removed from the calendar within 12 hours of the scheduled time slot. If in training, notice must be given to the supervising instructor. If there are less than 12 hours remaining and weather or illness are not a factor, the renter will be assessed a no-show fee of 1 flight hour and 1 hour of dual instruction if applicable. Consideration will be given for extenuating circumstances. Cancellations for weather will be at the discretion of the instructor. If the cancellation is due to mechanical problems the renter is expected to note the log, prepare a squawk, cancel the scheduled flight and notify GPA by phone or email.
- vii) Renters are expected to return the aircraft on time. If the airplane is not returned to the home base on time, GPA reserves the right to assess loss in revenue compensation of up to 100% for any flight time and instruction time affected but the airplane's absence. If the aircraft is grounded away from the home base for any reason, including weather, the renter must advise a DOO or Chief CFI under the numbers provided on page 2. For more information refer to section 5.4. If a renter willfully fails to return the aircraft at the end of their scheduled flight, he/she may be subject to disciplinary actions.
- viii) GPA reserves the right to change the schedule and/or cancel scheduled flights for maintenance, airmen certification testing or other pressing reasons without any prior notification.

3.2 Time Keeping

A flight log is located inside the aircraft and is used to track engine run-time (also referred to as Hobbs Time). It is the renters responsibility to verify the Hobbs reading of the previous flight prior to commencing a flight. Failure to do so renders the renter liable for any discrepancy in flight time recorded prior.

4 Billing

GPA does not bill renters - all services are self reported and should be paid for by the renter upon completing the flight. Itemized statements are not automatically generated but may be requested by email. Request should be emailed to billing@flygpa.com.

4.1 Account Status

In order to receive services the renter is required to keep his or her account in good standing. The following overview definitions of possible account standings:

- Good Standing - The renter is caught up on all payments and has a valid credit card on file
- Probation - The renter has shown deficiencies in payment history and/or conduct. He/she was notified in writing with a warning and steps to resolve the deficiencies.
- Suspension - The renter did not show sufficient progress in resolving previously addressed deficiencies or grossly violated rules and/or regulations.

4.2 Fees

GPA will assess the following fixed fees upon starting the rental agreement:

- Administrative Fee - This one-time fee is partially refunded to the renter in form of a flight credit of 1 hour flight-time (no dual instruction included) upon completion of the first 20 hours. In order to be eligible for this credit the renter must not have any late payment history.
- Monthly Access Fee - This fee is charged monthly and is non-refundable. It covers running expenses such as insurance, utilities and hangar rent. Since GPA does not require a minimum contract period, the renter is responsible for canceling the payment subscription through PayPal® at the time he or she wishes to end the contractual agreement.
- Ground School Enrollment Fee (optional) - A one-time enrollment fee is assessed prior to the start of a ground school course and covers the entire semester.

4.3 Pricing

Prices for both aircraft rental, flight instruction and other services are subject to change. Please refer to our website: <http://www.flygpa.com> for up to date prices.

4.4 Block Time

GPA may offer a block of flight time at a discounted rate on a case by case basis. Arrangements may be made with the DOO.

4.5 Payment Due Date and Time

Payment for aircraft rental and instruction, if applicable, are due at the conclusion of each flight. Payments are submitted online at <http://www.flygpa.com> with PayPal® as payment processor. Renters are responsible for prompt payment of all received services including aircraft rental, flight and/or ground instruction within a grace period of 48 hours. Failure to pay within 48 hours without prior approval by the DOO will result in a 10% late fee on top of the amount due. Furthermore, GPA reserves the right to assess an additional 10% penalty per week in the event continued non- payment.

4.6 Credit Card Information

Every renter agrees to provide a valid credit card as an alternate method of payment. This information must be kept up to date by the renter. GPA will only use this method of payment if payments exceed the 48 hour grace period. GPA will permanently delete payment information at the time a renter decides to discontinue his or her contractual relationship with GPA or at the time of an administrative dismissal.

5 Cross Country Operation

Renters are permitted to operate GPA aircraft on cross country flights but must familiarize themselves with relevant policies described below, prior to commencing the flight.

5.1 Final Responsibility

Renters accept full responsibility for the flight and ground operation as well secure storage of the aircraft while away from its home base.

5.2 Cross Country Approval

Any cross country flights in excess of 150 NM straight line distance from the home base must receive

prior approval by the DOO.

5.3 Fuel Compensation

GPA will issue a refund for any fuel purchases necessary to complete the flight. Prior to receiving any refund, the renter must have paid for the flight in full. The renter has seven (7) calendar days to claim the refund and must produce a receipt for the transaction. The renter is entitled to a refund of up to, but not more than the equivalent fuel quantity charge at the home base. GPA is not responsible for any incurred ramp fees, landing fees, parking fees, or additional fuel surcharges and/or taxes. These MUST be settled with the appropriate airport facility prior to departure.

5.4 Involuntary Extension to an Overnight Rental

If a renter cannot commence the return flight to the home base due to weather or illness, GPA will not assess any overnight charges or other penalties. However, GPA reserves the right to assess loss in revenue compensation of up to 100% of the total revenue GPA lost as a result of the unscheduled extension of the flight. This applies to any revenue resulting from flight time and instruction time which are scheduled but cannot commence while the airplane is absent.

6 Maintenance and Responsibilities

6.1 Preflight Inspection

The pilot agrees that he will inspect the Aircraft prior to its use. In the event of defects that render the aircraft unairworthy, the pilot will immediately notify GPA and will not operate the Aircraft or continue the rental transaction. The renter is responsible for payment of any incurred Hobbs time prior to the aircraft being grounded. The pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.

6.2 Unscheduled Aircraft Grounding

GPA reserves the right to ground an aircraft temporarily without prior notice in the event of unforeseen mechanical problems which would render the aircraft no longer airworthy.

6.3 Inspections

All GPA owned and operated aircraft are subject to routine maintenance inspections including but not limited to 100 hour inspections and annual inspections. A maintenance reference sheet is located in the aircraft and indicates the Tach Time of any upcoming maintenance items. The renter must verify

compliance before every flight. If the aircraft has exceeded a maintenance interval the renter must inform GPA immediately and not commence the flight.

6.4 Transient Maintenance Policy

In the event of mechanical problems, which ground the aircraft away from its home base, GPA will charge a deductible of \$200 for any incurred off site maintenance. GPA is not responsible for the arrangement or compensation of hotel or return accommodations for the renter or passengers. Should the probable cause for the problem be linked to operator error, GPA reserves the right to charge the renter for any incurred expenses beyond the \$200 deductible tied to the repair and return of the aircraft including any loss in revenue.

6.5 Winter Operations

- i) Aircraft engines are sensitive to freezing temperatures and starting a cold engine can be damaging. If the ambient temperature is below 30 degrees and the aircraft was not recently flown, using installed engine pre-heat system is required. Please contact the DOO or Hutchinson Operations Manager for assistance.
- ii) Each renter is responsible to verify the expiration date of the carbon monoxide indicator located inside of the airplane cabin. If expired, a replacement must be obtained from the line personal of the Newton City-County Airport or any other FBO.
- iii) Caution on slippery surfaces should be exercised as GPA is not liable for any injuries inflicted on the airport premises.

7 Insurance

GPA is providing a comprehensive insurance package to all renters. A copy of the policy which includes information on coverage, deductibles etc. may be found online at <http://www.flygpa.com>.

7.1 Damage due to mechanical or system failure

No Pilot Error In the case of aircraft damage, property damage or injury as a result of component failure the deductible will be covered by GPA. (Example: Due to a tire deflation, despite proper landing technique the aircraft veered of the runway and sustained damage to the landing gear)

7.2 Damage due to Pilot Error

In the case of aircraft damage, property damage or injury as a result of improper operating practices, negligence etc. any deductions must be covered by the pilot (Example: The pilot did not call for assistance when pushing the airplane back into the hanger. As a result the airplane sustained damage to

the tail structure after colliding with the hangar wall)

8 General Policy

8.1 Tobacco and Alcohol consumption

Alcohol consumption and the use of tobacco products including e-cigarettes are strictly prohibited in the direct vicinity of GPA property including leased hangars and other facilities.

8.2 Right to Refuse Services

GPA reserves the right to refuse services or instate a probational status to students and renters for the following reasons:

- i) Financial - Accounts with past due balances.
- ii) Medical - Pilot does not have a current medical.
- iii) Operational - Student or renter pilot was found to be in violation of an FAR and/or a policy set forth in the GPA OM.
- iv) Administrative - At the discretion of DOO or Chief Flight Instructor, the student or renter was found to be a liability for GPA based on his/her present and/or past conduct.

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

Signature: _____

Renter

Date