

# GUARDIAN AEROSPACE AIRCRAFT RENTAL AGREEMENT

*For the purpose of this document the following definitions will apply:*

**“Air time”**: from the moment the wheels leave the ground to the moment they touch down for a complete landing.

**“Booking”**: the allotted time set aside in the aircraft schedule for the renter to complete their flight.

**“CFI”**: Chief Flight Instructor.

**“Flight time”**: the time from start up to shut down of the aircraft engine.

**“Ground Briefing”**: is the time an instructor spends with a renter, customer or student that includes debriefing lecturing, supervising, waiting, checking weather, pre-flight briefing, checking log book entries, completing sign out sheet, correcting incomplete or inaccurate entries or any other time spent providing assistance.

**“PIC”**: Pilot in Command. Unless otherwise specified is considered the renter of the aircraft.

**“PTR”**: Pilot Training Record.

**“Rental”**: unless otherwise specified this means Aircraft rental.

**“Renter”**: A Pilot or Student Pilot who is authorized to rent the aircraft in question or; an individual who is participating in a dual flight for the purpose of instruction with a Guardian aerospace flight instructor.

**“Rentee”**: Guardian Aerospace flight school and its representatives, instructors or affiliates.

## Payment

1. Excluding fees included in tuition, all fees are payable upon completion of each flight. Additional flights may not be permitted if a balance is owed for a previous flight, other service or; for damages or costs incurred by the renter during their flight. Payment can be made by:

- A. Cash
- B. Debit Card
- C. Visa
- D. MasterCard
- E. American Express

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2. Balances owing for more than 30 days will have an interest of no more than 2% per 30 days.

### **Rentals and Services**

3. The rates posted for aircraft rentals will include the following items for the duration of the rental.

- A. Fuel
- B. Oil
- C. Routine maintenance, (this does not include repairs to the aircraft as a result of damage during a renters flight due to an accident or incident.
- D. Liability insurance
- E. Items that are not included in the rental rate and are considered the responsibility of the renter include but are not limited to:
- F. Headset rentals
- G. Ground briefing (as required)
- H. Landing fees
- I. Overnight storage or hangerage
- J. Parking fees
- K. De-icing fees
- L. Insurance deductions, where an insurance claim is necessary due to an accident or incident during the time of rental. (See paragraph 11)
- M. Any maintenance costs required as a result of the renters action or inaction.

5. Headset rentals are available through the rentee at their posted rate.

6. All rentals taken for a period of one or more days will be subject to a minimum charge of 3 flight-time hours per day. The first 12 hours and up to the first 24 hours are considered "one day". Where a renter fails to return the aircraft to the agreed upon base the renter **may be** charged for additional hours when;

- A. The late return is considered unreasonable and the renter will be charged for an additional "one day"
- B. The late return creates a conflict with the aircraft's scheduled responsibilities upon which the renter would be charged for any financial loss incurred by the rentee.
- C. The re-positioning fee to bring the aircraft to its agreed upon location.

7. Prior to any first rental the PIC must undergo a check flight and a written aircraft type exam. If the aircraft rental involves flight within any mountainous terrain, Guardian Aerospace reserves the right to request additional training pertinent to mountain flying and a written exam on mountain flying theory prior to agreeing to rent its aircraft. Instruction will also be carried out by the rentee on how to carry out the following tasks;

- A. Proper ground handling of the aircraft.
- B. Preflight and walkthrough procedures.

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- C. Correctly complete a journey log entry, daily flight record entry and correct procedures to follow when a defect is discovered.
- D. Proper parking and mooring of the aircraft.
- E. Post inspections of the aircraft to ensure no belongings have been left behind and that the aircraft is left in a manner reflecting its state prior to the rental.

### **Responsibilities**

8. By completing a journey log entry a renter agrees that service has been rendered and the responsibilities of the renter prior to completing their rental have been fulfilled. Each renter must inspect the aircraft's general condition prior to flight and notify the rentee of any defects or damage including but not limited to the items set out in paragraph 12. Items that are not reported prior to flight may be deemed the responsibility of said renter; discretion in this matter will be left to the rentee.

9. Responsibilities of the renter include but are not limited to;

- A. Adhering to instructions set out in paragraph 7
- B. Adhering to the aircraft's flight and maintenance schedule.
- C. Payment of any fees incurred by the renter on behalf of the rentee pursuant to paragraph 4
- D. Conducting their flight in a safe and professional manner while adhering to all applicable Canadian Aviation Regulations.
- E. Adhering to Standard Operating Procedures set out by the rentee.
- F. Wearing proper attire for the unplanned emergency landing. Do not wear shorts, skirts and sandals while flight training or renting Guardian Aerospace aircraft.

10. Though rentals are billed by "flight time", the renter is responsible for the aircraft from the time they take control of the aircraft until the time control is relinquished. The aircraft is considered no longer the renters responsibility when:

- A. The aircraft and its keys and/or documents are surrendered to;
  - i) The rentee or;
  - ii) Another renter, for the purpose of an imminent rental, and
- B. The aircraft is parked and secured pursuant to paragraph 7d. and an appropriate journey log entry or daily flight sheet entry is made.

11. It should be noted that the licensed renter incurring the cost for the flight is responsible for the aircraft and is expected to operate said aircraft as PIC.

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12. The renter will be held financially and/or legally responsible for costs incurred due to an accident or incident that include but are not limited to; (these are further described in the operating procedures)

- A. Deductions for insurance;
- B. Administrative fees related to reporting incidents or accidents;
- C. Misuse or mishandling of the aircraft;
- D. Landing with the brakes on causing excessive uneven wear to the tires;
- E. Leaving the master switch on causing the battery to discharge;
- F. Damage to windows or the windshield;
- G. Service fees as a result of the renters actions or inaction;
- H. Fees listed under paragraph 4;
- I. Any illegal act while the renter is responsible for the aircraft pursuant to paragraph 10;

13. The renter understands that smoking or vaping in Guardian Aerospace aircraft or buildings is not permitted. Smoking is only permitted in designated areas at least 50 ft away from the aircraft on and not on lawns or grassed areas.

14. Pursuant to paragraph 9 b. An aircraft may be scheduled for many services on any given day, A renter may be charged additional fees if;

- A. The renter is at least 30 minutes late for their flight and wishes to keep the booking
- B. Where the renter is late, causing the renter to lose their booking.
- C. The renter fails to cancel their booking within 24 hours
- D. In the case of a student being late or absent, the renter may be charged for the instructors waiting time.

### **Conditions**

15. The rentee keeps a file for every renter. It is the renter's responsibility to renew any documentation required by the rentee. If the file is not current you will not be permitted to rent. Please include any changes to the following documents;

- A. Pilot Medical
- B. Pilot licence
- C. Address and contact information

16. The rentee requires that the renter be current in their flying experience. The following statements explain the minimum requirements in order to rent aircraft from the Guardian Aerospace:

- A. In the last 12 months, the renter shall demonstrate that they have flown at least 12 hours in the applicable aircraft type and manufacture.
- B. the last 60 days, the renter shall demonstrate they have flown at least 2 hours in the applicable aircraft type and manufacturer;
- C. A new renter who has never flown with Guardian Aerospace will be expected to complete a minimum 1 hour dual checkout flight regardless of pilot experience; it is our goal to keep you safe.

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- D. Finally, an aircraft type exam will be provided open book for the renter to complete and be marked by a Guardian Aerospace flight instructor.
17. Renters who do not meet the criteria set forth in paragraph 16 may, at their own cost, be subject to;
- A. A check flight with an instructor that focuses on recurrent training to ensure they meet the skill and competency requirements to rent the aircraft.
  - B. A review of emergency procedures and completion of instructor requested flight exercises.
  - C. A aircraft type exam.
18. No renter shall take part in or facilitate any of the following;
- A. Giving flight instruction to other individuals;
  - B. Receiving flight instruction by non-Guardian Aerospace instructors;
  - C. Carrying out any commercial flight operations whatsoever;
  - D. Allowing unqualified personnel to operate the aircraft;
  - E. Any action or exercise that is contrary to the essence of safety and the applicable Canadian Aviation Regulations;
  - F. Unnecessary use or removal of items found in the aircraft survival kit or aircraft onboard equipment.
19. The renter will adhere to the Standard Operating Procedures set out by the rentee for the appropriate base and;
- A. Any other attached documents or amendments to the rental agreement;
  - B. The standards and regulations set out Transport Canada and by any applicable airport authority.

### **Instruction**

20. Students and other renters being instructed by Guardian Aerospace will adhere to the restrictions of their permit or license, they will also:
- A. Acknowledge all ground briefing pertaining to each individual flight or lesson.
  - B. Be at all times respectful to their instructor. Should the student have a conflict with their instructor that cannot be resolved they may inform CFI/ACFI/ or company management by telephone 1-866-567-9889;
  - C. Provide their PTR upon request to their instructor.
  - D. Arrive on time and ready for each lesson so that greater focus may be spent on learning.
21. Students who fail to conduct themselves in a safe responsible manner may be;
- A. Refused a letter of recommend to flight test.
  - B. Refused further instruction and/or service.

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22. For any individual who is considered a student, this agreement will be considered a “student aircraft rental agreement”

### **Fees for Costs and Damages**

23. Below is a list of fees and costs that have been incurred by renters in the past, we encourage all renters to properly inspect the aircraft prior to flight to ensure no charges are placed on their account for costs that they did not incur. If a renter should find such an issue it must be reported to the rentee (CFI) immediately. The list includes but is not limited to;

- A. Leaving the master switch on, \$100 to recharge battery or \$400 to replace battery (if required).
- B. Landing with the brakes on causing a flat spot in the tire, \$400 per tire
- C. Damage to the airframe, depends on the type of damage and insurance deductibles. Currently the deductible is \$2,500.00 in motion and \$1,000.00 not in motion.
- D. Misuse of avionics, cost is proportional to the damage discovered and include, removal and repair, shipping and handling if required and reinstallation costs.
- E. Late for booking or training
  - i) 30 minutes late, \$60;
  - ii) Instructor is kept waiting, \$60 per hour for a maximum of 3 hours;
  - iii) Failure to cancel booking at least 24 hours in advance, \$60;
- F. Windshield damage, proportional to the cost of materials and labor;
- G. Damage to headsets, in all cases require repair costs of the headset;.
- H. False or incorrect log entries, where the rentee can prove the renter has made an error in recording flight time or air time, the bill for that flight will be adjusted accordingly.

### **Considerations for Students Studying with Insignia College of Health and Business**

24. Students who are enrolled in Programs that are offered by Insignia College will be expected to follow the rules laid out in this rental agreement. Special consideration will be given regarding Payment (paragraph 1) where a student’s tuition is covering rental services.

By accepting the terms of this agreement the renter acknowledge all responsibilities and conditions laid out in this agreement, and will operate the rentees aircraft in a manner that is safe and responsible.