



## TERMS & CONDITIONS

### Aircraft Insurance Coverage

**Liability Coverage:** I understand Europe-American's flight school coverage is limited to \$ 1,000,000.00 single limit each occurrence bodily injury & property damage, limited to \$ 100,000.00 each passenger. However, of this amount, a maximum of \$ 100,000.00 coverage is extended to renter pilots. We recommend that renter pilots carry (additional) renter insurance.

**Additional Insurance Coverage:** I also understand, if I want additional insurance it is available through various aviation insurance companies e.g.<sup>1</sup> Alexander Aviation Associates, Inc. (800) 432-8519, or AOPA Ph. (800) 622-2672

**Aircraft Hull Coverage:** I understand, should there be an accident or incident, that I am responsible to pay the Company deductible, which is \$5,000.00. (Special rules for the Bahamas apply, see there). In addition, the insurance carrier may hold me responsible for all damage to the aircraft arising out of my negligence.

### Aircraft Rental Agreement

**Aircraft Rental Rates:** I agree to pay the current aircraft and instruction rates, as indicated on the current price-sheet

**Aircraft Rental:** I will not rent any aircraft for solo, or act as Pilot-in-Command, in which I am not checked out, or do not meet the insurance requirements, which are currently in effect at the time of rental.

**Aircraft Scheduling:** I understand a Europe-American Aviation representative will schedule aircraft usage for members. I also understand in the event should an aircraft scheduling conflict arise, flight exams take priority over all other flights, and flight instruction takes priority over solo or block rentals.

**Flight Currency:** I understand it is my responsibility to maintain flight currency for the various aircraft and conditions that I will fly. I declare that my Pilot Certificate or License, along with my medical requirements, are current and up-to-date to operate the aircraft that I will fly, including -but not limited to- a current Biennial Flight Review, instrument competence (if applicable), and the 90 day FAR passenger and night requirements.

**Laws and Regulations:** I agree to operate the aircraft in accordance to the FAA Federal Aviation Rules and Regulations, and any State and Local laws that might apply. I understand that no items(s) contrary to the Law may be carried aboard the aircraft, i.e. illegal drugs, weapons, explosives etc. I also understand that I may not use any of Europe-American Aviation's aircraft for compensation or hire.

**Area of Aircraft use:** I understand that I am only permitted to fly within the boundaries of the Continental United States and the Bahamas. I also understand, if the aircraft is not going to return to its home base Naples Airport (APF) by the end of the day, or an International flight is requested, or a flight beyond the Continental United States, then I must receive first written permission prior to that flight.

**Preflight:** I understand it is my responsibility to inspect and make a preflight check of the aircraft, equipment, and accessories in accordance with the aircraft manufacturer's recommendation. I will not accept any aircraft until I am satisfied as to its airworthiness and proper functioning of its equipment and accessories. I will also obtain weather reports and forecasts of my intended route of flight immediately before making a flight to ensure the conditions are conducive to the results of a safe flight. I will not fly any aircraft when the weather conditions are below VFR weather minimums, unless I am an Instrument Rated pilot, current, and the aircraft is instrument equipped and certified.

**Post Flight:** I understand it is my responsibility to return the aircraft at the agreed time, weather permitting and will return it in the same condition that I have received it, normal wear and tear expected. If I am delayed, I will notify Europe-American Aviation as soon as possible. Wherever I park the aircraft, I will properly secure it, lock it, and remove keys.

**Pilot in Command:** I understand, if I am the one to schedule the aircraft, then I am the acting Pilot-In-Command of that flight and take full responsibility for what happens during the flight. (The only exception to this policy is during an instructional training flight requiring a flight instructor to be onboard. The flight instructor must be an approved Company certified flight instructor) I understand that I will not accept any flight instruction from a Certified Flight Instructor who is not approved by Europe-American Aviation in any Europe-American Aviation plane.

**Mechanical:** I will not fly any aircraft that is not airworthy. If I discover any maintenance item(s) during preflight or enroute, I will enter the item(s) on the Aircraft Discrepancy Sheet for repair. If I discover any item(s) that I deem unairworthy, I will immediately notify Europe-American Aviation. In the case of a malfunction, I agree not to tamper

with, or attempt to repair, any part of the aircraft or equipment, but will also notify Europe-American Aviation immediately of the situation. I may not authorize any repair work to the aircraft without first notifying Europe-American Aviation and receiving permission to do so. In the event a flight must be terminated early due to mechanical problems, I agree to pay for the hours flown. I also agree that I will be solely responsible for any and all costs for a ferry pilot and a second ferry aircraft that may be required to retrieve the aircraft I have rented in the event that I fail to return it to Naples Airport (APF), due to misjudging weather conditions, or mechanical problems due to my fault. In the event that the aircraft breaks down I will be solely responsible for my own transportation to get back home: the renter will not be reimbursed for costs.

**Bahamas:** I agree to pay for any maintenance or repair costs incurred while in the Bahamas which are over and above the costs to repair in Naples. I also agree to pay for any retrieval costs as a result of mechanical or engine problems. **I also understand that there is a \$5,000 insurance deductible for Bahamas flights on all aircraft, except multi-engine gear losses, which have a \$10,000 deductible. No Caribbean Coverage is provided.** Specific pilot requirements apply for Bahamas flights, please inquire status from us.

**Accident or Incident:** I agree to report all accidents and/or incidents, no matter how large or small, to Europe-American Aviation immediately. I further agree not to sign any acceptance of guilt. I will supply the names, addresses, and telephone numbers of witnesses and involved parties. I will not permit the aircraft to be moved, in the event of an accident, unless expressly authorized by the appropriate authorities.

**Restrictions:** I understand that I will fly from the left seat only and will let no one else fly the airplane, unless authorized by Europe-American Aviation. I will land only at established hard surface runways as depicted on current aviation charts, except as a precautionary or emergency measure.

**Training in Personal Aircraft:** If training in personally owned aircraft, customer agrees to maintain aircraft in airworthy condition and comply with all maintenance and inspections. Customer agrees to add to their existing insurance policy, Europe-American Aviation as an Insured, and acquire from said insurance company, a "waiver of subrogation" for Europe-American Aviation which will be included as an attachment to these "terms and conditions".

#### **Financial Information:**

**Training course or block rate discounts:** From time to time Europe-American Aviation offers discount on training courses and block rate flying. These discount rates must be paid-in-full prior to receiving the discounted price. (See Europe-American Aviation Brochure and current price list and offers on the website [www.eaa-fly.com](http://www.eaa-fly.com))

**Cancellation / Reservation Fee:** It should be understood if a customer does not give Europe-American Aviation a 24 hour notice prior to canceling any flight and/or ground instruction session, a \$50 cancellation fee will be charged to the customer's account.

**Account Balance:** It is your responsibility to maintain a positive balance on your financial account at all times. If your account balance drops to zero, no additional services will be rendered until a deposit is made to your account. If you are paying as you receive instruction, then it is expected at the completion of that instruction period the services will be paid for.

**Methods of payment:** The following methods of payment are acceptable in certified funds and are due prior to services being rendered.

1. International Wire Transfer, 2. Cash in U.S. Currency, 3. Traveler's Checks 4. Bank Guaranteed Checks
5. Money Order 6. Personal Checks (Naples Bank Only) 7. VISA 8. MasterCard 9. Discover

**Touring Flights:** It is your responsibility to cover all cost when going on touring flights.

**Fuel & Oil reimbursement:** Aircraft fuel and oil purchased by you, no matter where, will be credited to your account when you turn in the purchase slip at a rate of \$3.00 per gallon for fuel and \$2.00 per quart for oil.

**Aviation Fees:** You are responsible for the following fees, should they occur during your flight Program; landing fees (usually at large international airports), tie-down and overnight parking, International Customs and passenger tax (Bahamas Flight), etc. All mentioned prices are subject to change without prior notice.

#### **Other Information**

**Program:** I understand that I have to comply with the direction and advice given to me by any Europe American Aviation CFI. I also understand that Europe-American Aviation cannot be responsible for Training Programs that cannot be completed as scheduled due to weather, unexpected circumstances, workforce problems, unforeseen mechanical problems, acts of God, etc.

I CERTIFY THAT I HAVE READ THE INFORMATION, ON THE FRONT AND BACK SIDE, OF THE TERMS AND CONDITIONS DOCUMENT AND AGREE TO ADHERE TO ITS TERMS AND CONDITIONS.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

05/26/08