

Turner Aviation LLC Aircraft Rental Agreement

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (_____) _____ Cell Phone: (_____) _____

Email: _____

Date of Birth: ____/____/____ Under Age 18

IN CASE OF EMERGENCY NOTIFY:

Name: _____

Telephone: _____ Relationship: _____

RATINGS:

Certificate/Ratings currently held: None Student Sport Private Instrument

Commercial CFI CFII ATP Multi-Engine

Type(s) of Aircraft Flown: _____

Total Time: _____ Single Engine: _____ Multi-Engine: _____

Date of Last Flight: _____ Date of last Flight Review: _____

Date of last FAA Medical: _____ Class of FAA Medical: _____

PILOT RECORD:

As pilot-in-command or as co-pilot:

Have you ever been involved in any aircraft accidents or incidents? NO YES

Have you had any violations of federal air regulations? NO YES

Has your driver's license ever been suspended or revoked? NO YES

Have you ever been arrested for operating an automobile under the
influence of alcohol or drugs? NO YES

If you answered YES to any of the above questions, please explain (use back of form if necessary):

I warrant that the answers given are true and complete to the best of my knowledge and belief and that no material information has been withheld.

*Signed: _____ Date: _____

***Parent or Guardian if applicant is under 18 years of age.**

Turner Aviation Use Agreement

THIS AGREEMENT by and between applicant or parent/legal guardian indicated below hereinafter referred to as "USER" and Turner Aviation LLC, 950 Texas Creek Lane, Cotopaxi, Colorado 81223; a Colorado Limited Liability Corporation, hereinafter referred to as "TURNER AVIATION."

The USER is making an application to TURNER AVIATION, and such application has been duly approved by TURNER AVIATION. In consideration of the regular payment of charges billed to the USER and of the covenants, terms, and conditions of this agreement, it is mutually agreed that:

- 1) USER shall be entitled to engage in all TURNER AVIATION flying activities and to use the aircraft in accordance with the rules and regulations provided herein.
- 2) It is agreed by USER that he/she will indemnify, protect and hold harmless TURNER AVIATION from all claims, demands, causes of actions, suits or costs whatsoever asserted by any person, firm or corporation arising from the operation of the aircraft by USER, specifically including, but not limited to, operation in violation of any United States Federal Aviation Regulations or TURNER AVIATION Policies and Procedures.
- 3) USER further agrees to remit payment after each flight for aircraft rental, flight instruction, pilot supplies and other costs as included in the current published rates, which is subject to change by TURNER AVIATION from time to time upon notice to the USER.
- 4) In the event that USER's financial obligations to TURNER AVIATION are not met in a timely manner, USER shall pay TURNER AVIATION's reasonable attorney fees for collection in an amount no less than 15% of the total of the USER's unpaid balance.
- 5) USER shall pay a maximum finance charge of 1.75% per month (an Annual Percentage Rate of 21%) on the balance of USER's financial obligation to TURNER AVIATION which remains unpaid for one month after the date of TURNER AVIATION's statement of USER's account.
- 6) This agreement shall be binding upon the heirs, legal representatives, and successors of the parties hereto.
- 7) USER acknowledges that he/she has received a complete copy, read and fully understands the Policies and Procedures for TURNER AVIATION aircraft usage and agrees to abide by the same in all respects.
- 8) USER hereby agrees to adhere to the United States Federal Aviation Regulations and to the Policies and Procedures for TURNER AVIATION aircraft usage as they may be amended from time to time. The Policies and Procedures for TURNER AVIATION aircraft usage are incorporated herein by reference as is fully set forth therein.

IN WITNESS WHEREOF, the parties first above named set their signatures on the date(s) below written.

USER Signature: _____ Date: _____

-OR-

In consideration of TURNER AVIATION entering into the above and foregoing Aircraft Use Agreement with USER, I/we as the parent(s) or legal guardian(s) of USER hereby consent to and authorize USER to participate in TURNER AVIATION flying activities and guarantee the performance of USER and agree to be jointly and severally personally liable for all financial obligations of USER pursuant to said Aircraft Use Agreement.

Parent/Legal Guardian Name (PRINT) _____

Parent/Legal Guardian Signature: _____ Date: _____

Turner Aviation LLC

**Waiver of Liability
and
Hold Harmless Agreement**

- I. I acknowledge that any Aircraft Rental/Flight Operations provided by Turner Aviation LLC involves the possibility of physical injury or death and/or damage to property.
- II. In consideration of participating in Turner Aviation LLC Aircraft Rental/Flight Operations, I hereby state the following:
 - i. I WAIVE, RELEASE AND DISCHARGE Turner Aviation LLC and any of its officers, employees, representatives, or agents from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses which may arise by reason of my participation in Aircraft Rental/Flight Operations. To the extent possible by law, I hereby waive, release and discharge all parties notwithstanding their own negligent acts or omissions or the negligent acts or omissions of others.
 - ii. I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated with flight operations or any activity related to Aircraft Rental/Flight Operations or within aircraft or airport facilities.
 - iii. I INDEMNIFY AND HOLD HARMLESS the parties hereby released from any and all claims made or liabilities assessed against them as a result of my participation in Aircraft Rental/Flight Operations.
- III. **I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS IN THE USE OF AIRCRAFT AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN AIRCRAFT RENTAL/FLIGHT OPERATIONS WITH TURNER AVIATION LLC.**

-OR-

- IV. **I HEREBY AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF:**
_____. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS IN THE USE OF AIRCRAFT AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY SON/DAUGHTER BEING ALLOWED TO PARTICIPATE IN AIRCRAFT RENTAL/FLIGHT OPERATIONS WITH TURNER AVIATION LLC.

Printed Name: _____

Signature: _____ Date: _____

Credit Card Authorization Form

Renter Information

Renter's Name: _____

Billing Address: _____

Email Address: _____

Phone: (_____) _____

Payment Information

I authorize Turner Aviation LLC to charge this card for any goods or services not paid for at the time the goods or services were provided. You may cancel this authorization at any time by sending a request to:

turneraviationfremont@gmail.com .

Credit Card Information

Card Type: MasterCard Visa American Express Other: _____

Cardholder Name (as shown on card): _____

Billing Zip Code: _____

Card Number: _____ Exp: ____/____

3 Digit Security Code (on back of card): _____

Signature

Date

For Cash Customers Only

By checking this box, I affirm that I am paying cash for goods or services and that I will have payment available each and every time that goods are services are provided.

Signature

Date

FOR OFFICE USE ONLY

Applicant Name: _____

New Member Sign-Up Checklist:

- _____ Completed Pilot Information Sheet
- _____ Signed Aircraft Use Agreement
- _____ Signed Waiver of Liability and Hold Harmless Agreement
- _____ Completed and signed Credit Card Authorization (if applicable)

Copy for File:

- _____ Driver's License
- _____ (Student Pilot) Proof of U.S. Citizenship (Valid, unexpired U.S. passport OR U.S. birth certificate)
- _____ All Pilot's Certificates Held
- _____ Medical Certificate
- _____ Application / Documents placed in the TSA file

Completed by:

(Turner Aviation Manager or Authorized CFI)

Print Name: _____

Signature: _____