New Customer Information (Please Print)

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Falcon Aviation Services

Rental Customer Agreement

- 1. Renter is to return the aircraft at the agreed time, weather permitting. In the event of a delay, Renter shall phone Falcon Aviation Services immediately to notify of any such delays.
- 2. Renter hereby expressly acknowledges and binds himself/herself, his/her heirs and assigns to pay Falcon Aviation Services Inc. for all liabilities incurred including but not limited to:
 - a) Service and time charge computed at the applicable posted rate(s) for the period of rental, including any costs incurred repairing and/ or recovering an aircraft where pilot actions/ inaction prevent normal return of the aircraft to its home base. Normal mechanical inspections and repair of breakdowns are born by the company.
 - b) A sum equal to the cost of all damages to the aircraft, or loss of equipment of said aircraft during the rental period as well as any damage to other persons's property caused in whole or in part by failure to comply with: the rules and regulations of the Federal Aviation Administration (FAA) specified in the Federal Regulations, procedures specified by the manufacturer and/ or aircraft manual, the terms of this agreement, willful acts, or by the negligence of the Renter.
 - c) Payment of all fees, fines, penalties, forfeitures, court costs, and any other expenses assessed by an airport or fixed-base operator such as parking or landing fees, or other legal assessments against Falcon Aviation Services, the aircraft or Renter with respect to the use of the aircraft by the Renter.
 - d) All Falcon Aviation Services's costs and other reasonable attorney's fees incurred by Falcon Aviation Services arising out of, or in any way connected with, the enforcement of the terms or conditions of this agreement.
- 3. Renter also agrees to comply with the following requirements made to safeguard the aircraft, himself/ herself, and other occupants of the aircraft:
 - a) Effective December 1, 2021 renter agrees to maintain a current non-owned aircraft rental policy in an amount not less than \$50,000 liability coverage.
 - b) To observe all rules and regulations of the FAA and applicable State(s), and only conduct operations under Part 91 of the Federal Aviation Regulations for personal use and Private Carriage.
 - c) To make a thorough preflight inspection of the aircraft and make appropriate checks before take-off ("run-up") as prescribed by the manufacturer and the FAA, and not to take-off unless it is in an airworthy condition for the flight.

- d) All flights shall be made under Visual Flight Rules (VFR) conditions unless the Renter is Instrument rated and meets currency requirements, the aircraft is properly equipped for Instrument Flight Rules (IFR) flight, and all other requirements of the FAA are met for operating under IFR. Operations on unpaved surfaces must be expressly and individually approved by Falcon Aviation Services management. Smoking or "vaping" in or within 50 feet of the aircraft is prohibited, as well as using anything which leaves a remaining odor, stain, or degradation in or on the aircraft.
- e) To exhibit and provide copies of Pilot Certificate/ License, photo ID, Medical Certificate (or equivalent medical standard), Logbook, endorsements, proof of currency, and other documentation as required by Falcon Aviation Services management, to be checked out in the type of aircraft according to Falcon Aviation Services's policies. All checkouts shall be made at the Renter's expense.
- f) If flying beyond 25 nm from Falcon Field (KFFZ), a company "non-dual" itinerary form or a copy of the flight plan (or other form with such information) shall be filed with Falcon Aviation Services; this can be done by telephone, fax, or at the front desk (dispatch).
- g) The Pilot-In-Command (PIC) assumes all responsibility for operation of the aircraft, compliance with this agreement and shall not permit anyone else to operate the aircraft, except as provided in this agreement.
- h) Renter acknowledges that he/she is not acting as an agent, representative, servant or employee of Falcon Aviation Services.
- i) All accidents or incidents must be reported to Falcon Aviation Services as soon as possible, within eight (8) hours maximum. The Renter shall not in any manner aid or abet any claimant, but shall cooperate with the investigation and defense of any claim or suit.
- j) For rentals of less than 8 hours, Renter agrees to pay for the flight time. For rentals of 8 hours or more within any 24-hour period, Renter agrees to pay a minimum charge equal to the greater of: three (3) hours per day or the flight time used. This period is based on the greater of: time that the Renter signs the plane out for, or the time the Renter has the aircraft. For rentals of two (2) days or more the Renter must have sufficient credit on account, prior to renting, to cover the expense of the minimum charge (three hours per day).
- k) No Renter is allowed to fly outside of the U.S. Continental limits without written permission by an officer or general manager of Falcon Aviation Services, and an activated insurance policy which would cover complete loss of the aircraft. The renter assumes all responsibility for liability, safety concerns, medical and other expenses associated with operating outside of the United States.
- I) Falcon Aviation Services reserves the right to cancel this rental agreement and take possession of the aircraft at any time and place when in its judgment there is deemed to be sufficient cause for such actions. The Renter agrees to bear all expenses incurred in returning the said aircraft back to Falcon Aviation Services. If the aircraft is abandoned, the Renter agrees to notify Falcon Aviation Services as soon as possible, not later than eight (8) hours after the abandonment and to cover all expenses from recovering the aircraft back to Falcon Aviation Services.

- m) Renter agrees to pay (a) cleaning fee(s) if trash, stains, odors, etc. are left in the aircraft such that the plane reasonably could not be rented to another customer without cleaning.
- n) The Renter shall be the Pilot in Command, unless a Falcon Aviation Services employed/ designated flight instructor assumes responsibility. Flight instruction shall only be conducted by certificated flight instructors which Falcon Aviation Services employs/ designates. Safety pilots must comply with all aircraft rental requirements.
- o) Falcon Aviation Services shall not be liable for loss or damage to any property left, stored, or transported in or upon its aircraft whether before or after the return thereof to Falcon Aviation Services whether or not said loss or damage is caused by or related to the negligence of Falcon Aviation Services, its agents or employees. Renter assumes all risks of such loss or damage and waives all claims against Falcon Aviation Services, its agents and employees by reason thereof and Renter agrees to hold Falcon Aviation Services, its agents and employees harmless from and to defend and indemnify Falcon Aviation Services, its agents and employees against all claims based upon or arising out of such loss or damage.
- p) Renter agrees to indemnify and hold harmless Falcon Aviation Services, its agents, servants, employees, successors and assigns from any and all claims, demands, suits, costs and expenses, including attorneys fees, that may arise in whole or in part by reason of any act or omission of the Renter Pilot related directly or indirectly to the rental or use of the aircraft.
- q) Renter acknowledges that Falcon Aviation Services strongly recommends that the Renter has in full force and effect non-ownership ("Renter") aircraft liability and/or hull and/or medical insurance coverage, and that hull coverage of at least 75% is required for non-instructional rentals of multi-engine, tailwheel, or turbine aircraft.
- r) Falcon Aviation Services does require Renter to sign a limited Power of Attorney with a credit or debit card on file. If Renter rents an airplane and fails to pay within three (3) days of the flight, his/her account balance will be charged to the credit card listed on file with Falcon Aviation Services.
- s) Fuel reimbursement for fuel purchased by Renter will be credited at a rate kept at Dispatch, provided that original copies of all fuel slips are provided. The fuel reimbursement rate is based on the price paid by the renter, up to a maximum of that fuel cost which has been built into the rental rate and charged to the Renter.

- t) Aircraft discrepancies and corrective action: Discrepancies on an aircraft shall be reported to dispatch immediately so that prompt corrective action can be taken. If while in flight a Renter suspects a possible malfunction, he/she shall land as soon as possible and report the problem to Falcon Aviation Services. No student or Renter shall attempt to fly an aircraft with a reported un resolved discrepancy, nor shall he/ she have an aircraft repaired, without authorization from Falcon Aviation Services. Any and all repairs necessary to company aircraft must be approved by Falcon Aviation Services prior to work being performed. Falcon Aviation Services reserves sole discretion on who will perform maintenance or other work on its aircraft. Only qualified personnel may declare an airplane safe for flight with a known discrepancy. Falcon Aviation Services will attempt to make direct payment arrangement with the repair shop when possible to simplify the process, but may otherwise reimburse the Renter for approved work. When a flight time meter used for billing ("hobbs" or other actual running time counter) becomes inoperative, or shows less than the engine/ tach (maintenance clock) time, flight time and any instructor time shall be billed at: 1.2 times the engine/ tach or maintenance clock time, rounded to the nearest tenth.
- u) Renter agrees to pay a service fee of \$25.00 in addition to the charged amount of any checks/ payment not honored or returned by his/her bank for any reason (plus that institution's fees).
- v) Securing aircraft: Aircraft shall always be properly secured in designated tie-down areas. Doors and windows shall be closed and locked (as applicable). Controls shall be locked/ secured from movement after each flight (control locks, seat belts, etc.). When remaining overnight at an airport other than Falcon Field, the airplane shall be properly tied down and secured. It is the sole responsibility of the PIC to ensure that the airplane is properly secured. If severe weather becomes a threat to a parked aircraft, the Renter shall contact Falcon Aviation Services to advise of the pending threat, and determine necessary steps. If a fixed-base operator offers free hangar space in return for fuel/ airport fees born by the Renter, then it should be used.
- w) Disclosure to students regarding short-notice cancelations: no-showing or canceling less than 24 hours prior to an appointment, except for unforeseeable personal needs or weather at or below school safety policy minimums, may result in billing up to 75% of the instructor's time at the applicable ground instruction rate.
- x) Disclosure to students in Cessna training programs: This training facility (Falcon Aviation Services) is an independent business organization. It is not Cessna's agent, and Cessna (including it's affiliates, partners, and parent company) is not responsible for the training center's or the training center's employee's representations, negligent acts, failure to act properly, and/or omissions.

Renter's Name (Printed)		
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Renter's Signature	 Date	

Falcon Aviation Services

Covenant Not to Sue, Liability Release, and Assumption Of Risk Agreement I, , herby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructors nor Falcon Aviation Services, nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot or instructor certification(s), or other authorization(s). I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation. I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein. Ι, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, Falcon Aviation Services, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. Participant's Name (print) Participant's Signature Date Parent or Guardian's Name (if applicable) Parent or Guardian's Signature Date

Company Representative Name

Company Representative Signature

Date

POWER OF ATTORNEY

I/ We hereby give to Falcon Aviation Services Inc. and/or its representative an Expressed Power of Attorney to charge my aircraft rental and/or purchases made from Falcon Aviation Services Inc. and place my signature on credit card documents for the following account. This Power of Attorney only applies to purchases not previously prepaid.

TYPE:	□ VISA	☐ MASTERCARD	\square AMEX	
CARI	D#:			
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Block payment discount

Block payments are an easy way to discount your flight training. By putting down a deposit of at least \$1,500 (not exceeding \$2,000), you will receive 10% off flight training and aircraft rental. They are non-refundable and non-transferable.

After you spend the credit from your block deposit, you may put down another block deposit and get the discounted rate or go back to traditional payments.

put down another block deposit and get the discounted rate or go back to traditional payments. Any credit left at the end of your rating can be used for your next rating or for aircraft rental. All block funds expire 1 year from the purchase date.

Printed Name	
Signature	
Purchase Date	