



## AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Sea Land Air Flight Centre (hereinafter "SLA") whose address is #2, 4335 Skeena Street, Delta, B.C. V4K 0A6 and \_\_\_\_\_ (hereinafter "Renter") whose address is \_\_\_\_\_, \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_, \_\_\_\_\_ (Province) \_\_\_\_\_ (Postal Code).

### WITNESS THAT:

This agreement provides information to all pilots renting aircraft from SLA and governs the rental of aircraft and provision of other services by SLA to the renter.

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

#### 1. Reservation

- Aircraft may be reserved in person, over the phone during business hours or booking online.
- **The renter acknowledges and agrees that in the case of an aircraft shortage due to unscheduled maintenance, the priority will be given to training flights for students who are enrolled in a course. SLA will notify the renter regarding any cancellation at the latest one day prior to the booking day.**

#### 2. Cancellation

- The renter will give at least 24 hours notice when canceling or changing scheduled flights for any reason other than unsafe weather condition or preflight discovered aircraft mechanical problems. In this event and at its option, SLA reserves the right to charge the renter one (1) hour of flight time and one (1) hour of instructor time (if applicable) as no show fee. The renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. The renter will be considered a no-show if aircraft is not dispatched to them within one half hour of the scheduled time, and no attempt to contact SLA has been made. At that time the aircraft will be made available to other customers and the renter is required to pay for the no show fee that is aforementioned. Further, if the renter is a student pilot, he/she is responsible to contact his/her instructor when canceling.
- **SLA is not liable for the opportunity loss or the efficiency loss of training caused by cancellation due to scheduled or unscheduled maintenance.**

#### 3. Payment

- The rates are as posted. The billable time is based on the Hobbs meter time.
- SLA accepts cash, direct debit, Visa and MasterCard as payment for services rendered.
- Rental aircraft and training services are paid for on a pay-as-you-go basis; no credit will be extended to the renter. Payment is expected upon receipt of services.



- SLA requires either access to a valid credit card with cardholder's written authorization ('Credit Card Authorization Form') or a minimum deposit of \$500 to be **maintained** on the renter's account to charge for services, no show fees and/or other balances (if applicable).
- All international students are required to maintain a \$500CAD deposit on their account regardless of payment type.
- For pre-authorized payments (i.e. amount of each flight or any outstanding payments) without an actual card present, SLA requires the renter to sign the Credit Card Authorization Form.
- We do not accept cheque payments on a flight-by-flight basis. Cheques are only accepted for deposits into the renter's account and a seven business day wait time is required to clear a cheque before it comes into effect. In some cases, this wait time can be waived or shortened at the discretion of management. A NSF cheque will be charged \$25CAD.
- If there is a history of a credit or debit card being declined **more than twice** SLA requires payment of the proposed flight time before each of the renter's flights.
- For flights conducted entirely outside of office hours without an instructor or dispatcher present:
  - Payment will be processed the next day if the renter has a valid credit card or deposit on file.
  - If the renter pays via debit or cash they will be required to make a deposit for the expected flight time during office hours prior to their flight (either that day or prior to that day).
  - In cases where the renter has a deposit on account, but the expected flight time is estimated to be over the deposit amount, a pre-payment for the full amount of the proposed flight time is required. This pre-payment will be redeemed the next day.
- All aircraft require a minimum of a **4 hour charge per 24 hour period** for overnight rental. Prior to an overnight rental, a deposit equal to 4 hours of rental with fuel surcharge will be required regardless of payment type.
- After hours when there is no dispatcher on duty we do not accept cash for payment.

#### 4. Insurance

- Current information regarding our insurance may be obtained through any staff member of SLA.
- Aircraft – in order to meet our insurance obligations, certain types of aircraft will require special check out procedures. Please check with the Flight Instructors or SLA staff members for these requirements.
- The renter agrees to assume responsibility for any loss or damage to, involving SLA aircraft caused in whole or in part by the renter's negligence, violation of Canadian Aviation Regulations (CAR), improper procedures, and acts or failure to act in regards to the proper inspection and operation of SLA aircraft. The renter agrees to pay for the deductible and any claims or losses not covered by SLA or the renter insurance policies. All renters are strongly recommended to obtain renters insurance. If the renter does not, or cannot, obtain renter insurance, they will be responsible to pay **\$1,500.00** for any damage including that caused to tires and landing gear due to excessive braking. Furthermore, the renter may be held responsible for aircraft loss of use charges.

#### 5. Use of aircraft

- The renter acknowledges and agrees that the aircraft is the property of SLA.
- The renter agrees to use SLA aircraft for their business and personal purposes and is in no way authorized to act as an agent of SLA. **The renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose.**
- **Spins in airplanes are prohibited unless authorized by SLA instructors and written in Student Pilot Records.**
- **Formation flying is prohibited at anytime.**
- The renter agrees that the rented aircraft shall not be used or operated for any illegal purposes; in any race, speed test, or contest; by any person other than the renter who signed the contract;



outside the limits of continental Canada and United States of America; to carry passengers or property for monetary compensation or hire; and any flight for which the renter is not properly rated or certified.

#### 6. Pilot License, Medical Certificate & Requirements

- SLA requires the renter to maintain a copy of their current Pilot License and Medical Certificate on file with SLA. SLA also requires a copy of the renter's valid photo ID, such as driver's license, for identification purpose.
- The renter shall hold certificates and ratings issued by authorized agencies of Canada as appropriate for the type of aircraft to be operated. Further, the renter must possess a current medical certificate appropriate for the type of operation to be conducted, which is issued by Transport Canada Civil Aviation Medical Examiner. The renter must have the appropriate pilots certificates, medical certificates, and photo identification on their person during flight.
- The renter will provide background information to SLA: (i) Any incident or accident, major or minor, they have ever been involved in whether or not SLA aircraft was involved; (ii) Any action taken by Federal, Provincial or Local authorities against their certificates.
- The renter that is named on the rental contract shall be the pilot in command. The renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.
- The renter agrees to engage in, and pay for, flight checks and aircraft checkout by the appropriate SLA flight instructor for every aircraft the renter intends to rent from SLA. The renter further agrees to flight checks for any of these conditions / situations:
  - The renter has not flown any SLA aircraft in **over 60 days**.
  - **The renter has not flown any SLA aircraft with SLA instructor over 6 months even if they meet the 60 days rule above. Crosswind landings will be checked if situation allowed.**
  - The renter has no experience with flying into / out of high altitude airports.
  - Flight in the vicinity of mountains and canyons.
  - IFR proficiency flights.
  - Currency for night flight.

#### 7. Flight procedures

- It is the renter's sole responsibility to comply with all Canadian Aviation Regulations (CARs) at all times.
- With respect to preflight inspections, it is the renter's sole responsibility to comply with all CARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures.
- **Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to SLA immediately PRIOR TO FLIGHT.** The renter agrees to be responsible for any damage (**including any damage to the tail section as a result of a tail strike**) which was not reported to SLA prior to flight. The renter agrees not to accept the aircraft until they are satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any renter who begins a flight in an aircraft that is known to be in an un-airworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
- The renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.
- The renter will ensure that the aircraft is operated with: (i) Proper quantity and type of engine oil; (ii) Proper octane of fuel; (iii) Adequate fuel is loaded for the intended flight.
- The renter is responsible for the proper operation of all equipment in the aircraft including, but not limited to: communication and navigation radios, GPS, autopilot (if applicable), TCAS, weather radar & etc.



- The renter agrees to adhere to the aircraft dispatch policies in use by SLA. **The renter must file a flight plan and submit a copy of the flight plan and navigational log and the dispatch form for all cross-country flights in advance. When the renter's flight planning is judged to require ground briefing with an instructor ground briefing time will be charged.** For overnight flights, the renter is required to report the aircraft position daily to Sea Land Air Dispatch Office or to SLA Chief Flight Instructor by phone call or send SMS or email to the following numbers or email address:
    - Dispatch: 604.940.6811
    - Chief Flight Instructor: 604.725.8284
    - After Hours- Report to C.F.I: 604.725.8284
    - Email: info@sealandair.ca
  - With respect to post-flight inspections, it is the renter's sole responsibility to comply with all CARs and the aircraft manufacturer's guidelines and any other source regulating post flight procedures. Any damage found, must be reported to SLA immediately and prior to leaving SLA's premises. Any damage caused by the renter's or during the renter's use of the aircraft, and not reported to SLA will result in termination of flying privileges with SLA and collection action being taken against the renter for the cost of repairs.
  - After each flight, the renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
    - Flight control/gust locks in place.
    - Master and ignition switches off.
    - Seat belts secured inside the aircraft.
    - Doors installed and locked / baggage compartment locked.
    - Chocks in place.
    - Tie-downs secured.
    - Pitot tube covers, cabin covers installed.
    - Trash removed from the interior and baggage compartments.
    - Cleaning of any mess caused by liquids or solids dropped, spilled, excreted or vomited within the interior of the aircraft.Failure to attend to the above items will result being charged a penalty. The renter agrees to always return the aircraft in a ready-to-fly condition when checked in at SLA.
  - The renter will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The renter may be charge a lost key fee of \$25.00 for failure to comply with this rule.
8. Return of the aircraft
- The renter agrees to return the aircraft at the agreed time and place. The renter will inform SLA as soon as practicable if the aircraft is to be kept longer than originally planned.
  - The renter is encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. SLA is not responsible for incidental costs that may be incurred by the renter or passengers in the event that the aircraft cannot be returned to the home airport in this case. This includes: telephone calls, rental cars, accommodation expenses, transportation expenses and meals. Further, SLA shall not be responsible for any airport charges incurred for non-maintenance related delays.
  - For reasons other than those resulting from conditions described in the above item. The renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to SLA. At its option, SLA reserves the right to charge the renter for "loss-of-use", estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.

- If the aircraft is abandoned away from the home base airport, the renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to its home base.

#### 9. Prohibitions

- The renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.
- If the renter is a Student Pilot, carrying of passengers is strictly prohibited.
- Foods, beverages (other than water) and or smoking in the aircraft are strictly prohibited.
- The renter understands that he/she is prohibited from:
  - Hand-propping to start an aircraft.
  - Carrying pets without express and written approval of SLA.
  - Starting, taxiing, or flying an aircraft while under the influence of alcohol or drug(s).
  - Operating in violation of: (i) provisions of the Canadian Aviation Regulations (CARs); (ii) in violation of Federal, Provincial, or Local Law, (iii) in violation of any Letter of Agreement executed by SLA with the home or local airports.
  - Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or SLA operating procedures.
  - Operating outside VFR and IFR weather minimums.
  - Operating at unlit airports during night operations.
  - Operating at airports where intended runways have usable lengths of less than the aircraft requirements.
  - Operating an aircraft in violation of terms of this agreement.

#### 10. Adverse Weather

- It is the renter's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Boundary Bay Airport (CZBB), it is the renter's responsibility to remain with the aircraft until it is safe to return. SLA is not responsible for incidental travel expenses or other charges incurred by the renter. At the renter's discretion, SLA will assume responsibility for returning the aircraft. If this occurs, the renter will be liable for aircraft and pilot time incurred by SLA in returning the aircraft to the Boundary Bay Airport (CZBB), in addition to the rental charges for the aircraft.

#### 11. Aircraft Malfunctions

- The renter agrees to neither tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). The renter will contact SLA for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
- Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately report to SLA staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch. Any maintenance related action required away from home base requires prior authorization from SLA management.

#### 12. Accident / Incident

- In the event of accident or incident involving SLA aircraft, follow **SLA Emergency Response Plan** which can be found in each aircraft document bag and the renter is responsible for:
  - Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
  - Notifying and cooperating with the proper Federal, Provincial and Local authorities.



- Reporting the event to SLA as soon as possible using the emergency communication protocol included with the aircraft documents.
- Seeking to gather names and addresses of any witnesses to the event.
- Preparation and filing of the required appropriate forms.

### 13. Other fees

- Fuel Reimbursement Policy
  - SLA will reimburse the renter by store credit for aircraft fuel and engine oil purchased at airports other than the home airport. The renter will be credited at the rate specified on the receipt or the prevailing rate at the home airport, whichever is the lesser. The renter must present original receipts at the time he or she returns the aircraft to SLA in order to receive credit to offset any rental fee due.
  - If the renter requires fueling at any airport, the renter must deliver the original fueling receipt to SLA within 5 business days in order to be reimbursed via store credit.
  - No credit will be given if the renter fails to present the original fuelling receipt for reimbursement after 5 business days.
  - No cash reimbursement will be given under any circumstances.
- Miscellaneous fees
  - The renter is responsible for settling all landing fees, parking fees, tie-downs, handling fees, and/or any other fees incurred enroute or at the renter's flight destination at the time they are incurred. If not settled at that time, the renter will be charged an administration fee of \$30.00 for failure to comply with this rule.

### 14. Hold Harmless

- The renter indemnifies and holds harmless SLA against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by SLA arising out of or resulting from (i) any breach of this agreement by the renter, (ii) any liability, obligation, demand, claim, action, or judgment which may arise by reason or in connection with the renter's operation of SLA aircraft under this agreement.

### 15. Governing Law

- This agreement shall be construed and enforced under the laws of British Columbia, Canada.

### 16. Entire Agreement

- This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

### 17. Amendment

- This Agreement may be amended by SLA as required without prior notice.

### 18. Certification

- The renter certifies that all information supplied to SLA is true and correct.

### 19. Guardian

- Any renter / Student Pilot under the age of 19 must also have parent / guardian signature.

**Rules are subjected to change. SLA will post the latest rental agreement in our website.**



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Renter

\_\_\_\_\_ (Signature)

Printed Name:

Guardian / Parent (if Renter is below 19)

\_\_\_\_\_ (Signature)

Printed Name:

For and on behalf of  
SEA LAND AIR FLIGHT CENTRE

\_\_\_\_\_ (Signature)

Printed Name:

IN WITNESS WHERE OF the parties have executed this Agreement on the date first above written.