

United Flight Systems



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AIRCRAFT RENTAL AND USE AGREEMENT

United Flight Systems (referred to as “UFS”) has established the following policies, terms, and conditions for all student pilots, renters, and certified flight instructors (referred to as “Pilot”). This agreement is for our mutual benefit and is focused on a safety-first mindset. It is intended to set the policies of UFS, and outline the Pilot’s responsibilities, which allows for the safest and most enjoyable flight training and rental operations possible.

1. Every Pilot is required to follow all regulations and meet currency requirements as set forth by the Federal Aviation Administration, UFS policies and the UFS Flight School Student Handbook.
2. Pilots must have the following documents on file or accessible to UFS prior to each flight:
 - a. UFS Aircraft Rental and Use Agreement (this document)
 - b. If applicable, a current FAA Medical Certificate and Pilot’s Certificate with Flight Review
 - c. Record of aircraft checkout with **currency information completed** and entered into Flight Schedule Pro by a UFS Flight Instructor.
3. All Pilots must receive a checkout by a Certified Flight Instructor contracted by UFS. No other person other than the Pilot may act as Pilot in Command of the aircraft, except during training flights with a Certified Flight Instructor.
4. Instruction in any UFS aircraft or simulator by a flight instructor not contracted by UFS is strictly prohibited.
5. A Pilot who has not flown for a period of seventy-five (75) days or more at UFS must receive a checkout in the aircraft with a UFS Certified Flight Instructor prior to being dispatched in a UFS aircraft.
6. A Pilot who has not flown at night for over ninety (90) days or more at UFS must be accompanied by a UFS Certified Flight Instructor to accomplish night currency before being dispatched for a flight that may be airborne in night conditions (end of civil twilight to beginning of civil twilight). See Appendix A for currency requirements.
7. Night flights will be dispatched before UFS closes for the day and pilots will need to make arrangements to complete the dispatch process prior to UFS closing. UFS reserves the right to cancel any flight that may be airborne in night conditions (end of civil twilight to beginning of civil twilight) based on the forecast one hour before closing.

8. A Student Pilot who has been endorsed to solo, must fly at United Flight Systems within 21 days to continue to solo at UFS. A Student Pilot who has not logged dual instruction or soloed within the last 21 days must fly with an instructor before they are allowed to solo.
9. Pilot is responsible for knowing his/her flight schedules and arriving on time for lessons and flights. Should Pilot fail to cancel a scheduled flight within 24 hours in advance or does not show up as scheduled more than once, Pilot may be charged fifty percent (50%) of the full rate for the time the aircraft was scheduled, including the flight instructor.
10. Minimum Rental Charges. Pilot will be charged the greater of actual Hobbs rental time or minimum charges as follows:
 - a. For Trainers (single-engine aircraft with less than 200 HP): a minimum of one (1) flight hour for each 4-hour period of aircraft reservation (6 hours/day)
 - b. For High Performance or Complex aircraft: a minimum of one (1) flight hour for each 6-hour period of aircraft reservation (4 hours/day)
 - c. MULTI-ENGINE AIRCRAFT NOT AVAILABLE FOR SOLO RENTAL
11. Overnight use of High-Performance or Complex aircraft is restricted to pilots holding a current Instrument rating on their pilot certificate. Pilots must show proof of currency at the time of rental.
12. All aircraft are rented “wet.” **You must have a valid receipt for reimbursement for any fuel and/or oil.** UFS will only reimburse Pilot the current fuel cost at the self-service pumps at David Wayne Hooks Airport. UFS will not reimburse Pilot for any fees assessed, included, but not limited to, overnight tie-downs, hangar fees, landing fees, or fuel flow fees. **Reimbursements must be requested within 48 hours of returning the aircraft to UFS.**
13. UFS will rent aircraft in airworthy condition and will inform the pilot of any problem(s) UFS is aware of at the time of rental. UFS is not liable for and does not guarantee that Pilot will meet their personal schedule, business schedule, or the intended purpose of the flight based on the performance of UFS aircraft.
14. Any problems with UFS aircraft should be reported immediately to UFS staff and recorded.
15. Smoking is prohibited in all UFS aircraft.
16. Pets and animals are prohibited in all UFS aircraft.
17. Travel outside the contiguous 48 United States is prohibited in all UFS aircraft.
18. All aircraft shall be operated only from paved runways at airports recognized in the Airport Facility Directory. All minima set forth in the aircraft Pilot Operating Handbook regarding length of runways for normal landing and takeoff must be met. Non-emergency off-airport landings or landings at unpublished airports in UFS aircraft are prohibited.

19. Pilot is responsible for returning the aircraft to its home base. If the pilot chooses to abandon the aircraft due to weather, or any other reason, the Pilot will be charged with recovery fees and expenses incurred by UFS. UFS must be notified when an aircraft will not be returned at the scheduled time.
20. Approval from a representative of UFS must be obtained prior to any repairs or maintenance on a UFS aircraft. Should the repair be a result of pilot error, the Pilot will incur all costs involved including ferrying the aircraft back to David Wayne Hooks Airport, if necessary.
21. Pilot will be charged for the following miscellaneous costs:
 - a. Excessive or unnecessary wear of the aircraft, or any of its parts or components, due to pilot neglect, or poor technique. Examples include, but are not limited to, flat spotted tires, collapsed nose gear, broken sun visors, torn material and damaged wing tips
 - b. Neglect of proper checklist procedures, including but not limited to, leaving the master switch on
 - c. Lost keys for the aircraft
 - d. Items missing from the aircraft, including but not limited to fuel drain cup, pitot cover, control wheel lock, manuals, and aircraft documentation, and
 - e. Rented items either not returned or returned in defective condition.
 - f. Cleaning Fees for any abnormal cleaning required
22. Pilot is responsible for securing the aircraft after each and every flight. UFS is not responsible for personal items left unattended on our premises or in our aircraft.
23. Pilot is required to have a valid credit card on file in Flight Schedule Pro or a balance in excess of the costs associated with the reserved flight before being dispatched.
24. Payment is due and expected at the conclusion of the Pilot's flight.
25. Pilot will be charged a \$25.00 fee for returned checks and credit card denials.
26. UFS has the right to refuse service to anyone as deemed necessary by management.

WEATHER MINIMA

Pilot will obtain weather forecasts, reports and check for temporary flight restrictions before each flight and will not fly when weather conditions are below the rated abilities of the Pilot or when such conditions are forecast. In order to satisfy insurance requirements and in the further interest of safety, UFS enforces the following weather minima for dispatching of all aircraft.

PILOT CERTIFICATE	CURRENT CONDITIONS			
	CEILING	VISIBILITY	CROSS-WINDS	TEMP/DEW PT
STUDENT SOLO (CLOSED TRAFFIC)	≥ 3,000'	≥ 5 NM	≤ 5.0 KTS NO GUSTS	≥ 4
STUDENT CROSS COUNTRY	≥ 3,000'	≥ 6 NM	≤ 5.0 KTS NO GUSTS	≥ 4
*Student Pilots will not be dispatched for Cross Country Flights unless they have 1 hour of buffer for planned cross country. Specifically, afternoon flights must show they can safely return 30 minutes before sunset.				
PRIVATE NON-INSTRUMENT	≥ 3,000'	≥ 3 NM	≤ 9.9 KTS	≥ 4
PRIVATE INSTRUMENT	≥ 1,000'	≥ 2 NM	≤ 9.9 KTS	N/A
PRIVATE NIGHT MINIMA	≥ 5,000'	≥ 6NM	≤ 5.0 KTS	≥ 4
COMMERCIAL (or higher) NOT CURRENT IRA	≥ 3,000'	≥ 3 NM	≤ 14.9 KTS	≥ 4
COMMERCIAL (or higher) CURRENT & PROFICIENT IRA	≥ 1,000'	≥ 2 NM	≤ 9.9 KTS	N/A

United Flight Systems will STOP Dispatching ALL flights under the following conditions:

- Extreme Wind Conditions (i.e. reported wind shear or other extreme conditions)
- Temperature at 6° C with ANY cloud layer at or below 4,000' AGL

NOTES:

1. A UFS representative will dispatch all student solo flights at 08:00 or later. Students must provide proof of endorsements and signoffs before each solo flight. Students must also complete the Student Solo Dispatch form prior to being dispatched for each solo flight
2. Pilot without a UFS Instructor must show instrument currency in their logbook before being dispatched when ceilings are ≤ 1,700' or visibility is <2NM or forecast to be either.
3. Pilot without a UFS Instructor must complete the Night Dispatch form when they plan to return 1 hour after sunset local time and show currency based on UFS policies.
4. Special VFR is prohibited without a UFS flight instructor on board.
5. UFS, in the interest of safety, may prohibit the dispatch of any aircraft at its sole discretion if it deems necessary.

INSURANCE

UFS maintains \$1,000,000 single limit / \$100,000 per seat public liability coverage on all its aircraft. In addition, \$100,000 of third-party bodily injury and property damage liability insurance is included in our hourly aircraft rate.

The UFS insurance policy includes the following deductibles:

TYPE OF AIRCRAFT	NOT IN MOTION	IN MOTION
SINGLE-ENGINE FIXED GEAR	\$5,000	\$5,000
SINGLE-ENGINE RETRACTABLE GEAR	\$5,000	\$5,000
MULTI-ENGINE AIRCRAFT	\$5,000	\$5,000

The person(s) (i.e. Customer 1, Customer 2) dispatched in an aircraft will be held responsible for any claim for damages from any source. Pilot may also be responsible for other damages or causes of action not covered by the above-mentioned insurance policy.

Effective no later than January 1, 2023, pilots are required to participate in one of the following 3 options to protect UFS and themselves against claims up to \$5,000, including, but not limited to the deductible. **After January 1, 2023, UFS will no longer allow students to have AVEMCO to protect us against claims or deductibles.**

UFS Deductible Program	NO FAULT Renter's Insurance	Escrow \$5,000 on Account
<p>\$150 for Year 1</p> <p>\$99 for subsequent years</p>	<p>We are approving three (3) renter's insurance policies moving forward:</p> <p>AIG (AOPA's Carrier)</p> <p>Starr Indemnity (via Falcon Ins)</p> <p>Global Aerospace</p>	<p>If you chose to not participate in one of the other options, you may escrow \$5,000 with UFS.</p>

SEE APPENDIX B for more details regarding pilot's responsibility to protect us both from claims.

DATE: _____

PRINTED NAME: _____

SIGNATURE: _____

APPENDIX A – United Flight Systems Currency Requirements

United Flight Systems (UFS) has updated our currency policies and are consolidating our policies into this appendix to help our students and renters understand how to earn and maintain currency with UFS. All pilots wishing to fly with UFS must complete a check out with a flight instructor contracted by UFS.

Check Outs

1. A check out will be required if a pilot has not flown with UFS for more than 75 days or has not flown with an instructor in the past 18 calendar months.
2. Separate checkouts are required for day and night. Subsequent checkouts at night would reset checkouts for both day and night.
3. To be able to rent in IFR conditions an IRA checkout will be required with a UFS instructor in a UFS aircraft.
 - Our full motion simulator may be used for subsequent IRA checkouts.
 - Successful completion of an IRA check ride in a UFS aircraft will count as a day VFR and IRA checkout on the day the renter passes a check ride.

Currency Day & Night & Instrument

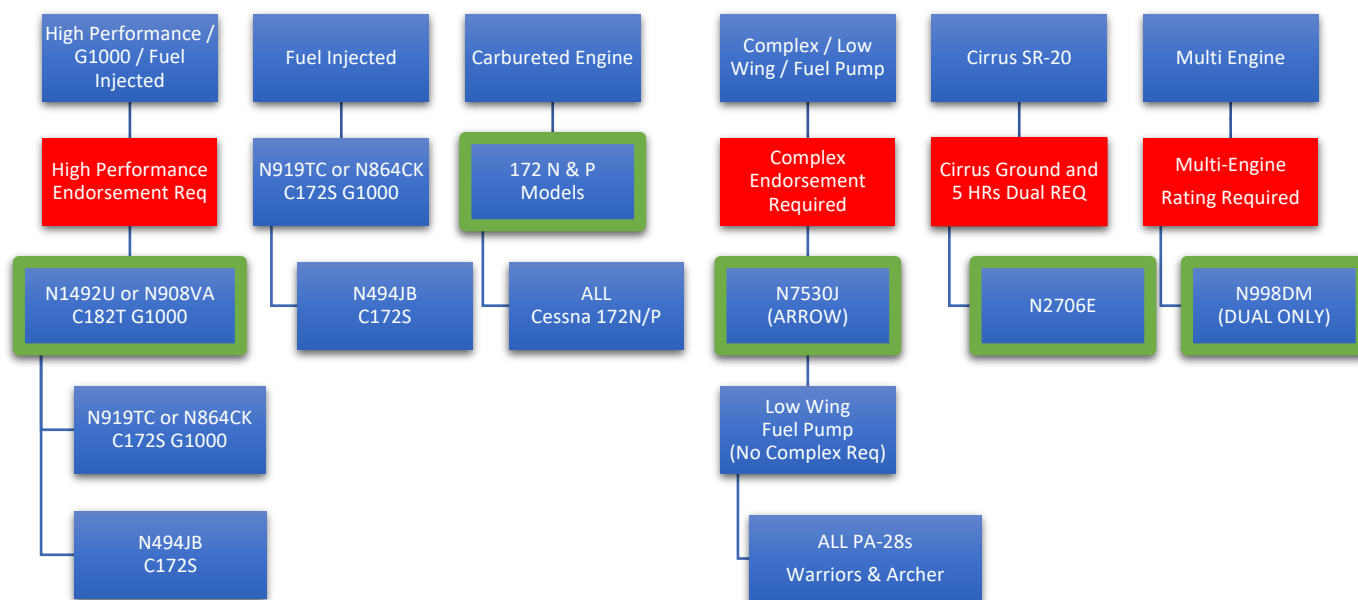
1. To remain current with UFS for day VFR, a pilot must log at least 1 hour of flight with 3 take offs and landing every 75 days during day VFR conditions in a UFS aircraft.
2. To remain current with UFS for night VFR, a pilot must log at least 1 hour of flight with 3 take offs and landings every 90 days during night VFR conditions in a UFS aircraft.
3. To remain current with UFS for instrument conditions, a pilot must complete a checkout in a UFS aircraft in actual or simulated conditions, and,
 - a. Stay current by completing 6 approaches, holding and intercepting & tracking in the previous 6 months.
 - b. Pilot must also stay 75-day current with UFS in a UFS aircraft.
 - c. If pilot was once UFS IRA current, but no longer is UFS IRA current, they may complete a check out in our full motion simulator.

Aircraft Types, Checkouts and Currency

1. For our Cessna aircraft we have 4 specific types; 172N&P Models, 172S Models without G1000, 172S Models with G1000 and 182T Models with G1000 (both are high performance aircraft). As you will see on the next page, if you are checked out and current in one of our 182Ts, and your CFI has discussed carbureted engines & starting, you will be allowed to rent any of our Cessna high wing aircraft. The 182Ts require 5 hours of dual and a high-performance endorsement.
 - a. The 172S models with G1000 require a checkout to rent and this checkout would apply to 172S models without G1000.
 - b. The 172S model without G1000 requires a checkout to rent and this checkout would apply to 172N&P models as long as the checkout instructor covers carbureted engines & starting.

2. For our Piper aircraft we have 3 specific types; Piper Warriors, Piper Archer/Warriors that are 180 HP, Piper Arrow (which is a complex aircraft). As you will see on the next page, if you are checked out and current in our Piper Arrow, you will be allowed to rent any of our Piper low wing aircraft. The Piper Arrow requires 5 hours of dual and a complex endorsement.
 - a. A checkout in any of our Archers or Warriors will cover a checkout in of the PA-28s except the Piper Arrow.
3. We have a Cirrus SR20 that is very different from the other single engine aircraft in our fleet. At 200 HP, a CAPS (Cirrus Airframe Parachute System) system, and an Avidyne system, it requires its own checkout. This aircraft requires at least one hour of ground and 5 hours of dual instruction to be able to rent.
4. Our multiengine aircraft is a Beech Travel Air. This aircraft is one we do not rent for solo operations. Under rare circumstances we have allowed two pilots that were trained in the aircraft (5+ hours of dual) to work as a crew to rent the aircraft with VERY specific rules for the flights, along with required crew call outs for operations. Approval from our chief instructor or owner is required for crew operations in our Beech Travel Air.

AIRCRAFT CHECK OUT MATRIX



APPENDIX B – Pilot’s Responsibility to protect against claims/deductibles

For almost 4 years now we have required (as have most other flight schools) our renters to carry non-owned aircraft liability insurance to protect you and cover deductible losses to our aircraft in case of a mishap while you were operating our aircraft. It was thought that this would protect you from any deductible portion of our insurance coverage should you suffer a loss while operating our aircraft. UFS would pick up the remaining balance of the insurance coverage if the loss exceeded your deductible. We also required you to carry a policy capped at \$30,000 hull damage.

After several instances we discovered that this insurance, especially with Avemco, did NOT adequately protect either you or us when a loss occurred. Specifically:

1. You were afforded no coverage unless it was determined you were “legally liable”, i.e., you were negligent in the operation of the aircraft. Acts of God, unintended mistakes, bad luck or just poor judgment was not covered.
2. Your protection was “second tier” or “excess” and never covered more than UFS’s deductible insurance portion, currently \$5,000. In the case of Avemco, that limit was a mere \$1,000.
3. Annual insurance premiums are high. A current 200 hour private pilot with a \$30,000 hull non-owned policy will pay approximately \$415.00 annually (Avemco quote 11/8/2022).

FUTURE COVERAGE

To alleviate this issue UFS will begin a self-funding deductible program to protect you and UFS. We will also continue to offer retail liability policies that offer you coverage for non-owned aircraft hull insurance up to your chosen limits. These policies will generally cover your deductible obligation to UFS but will NOT protect you from higher hull limits unless you are found to be legally liable. You will have three options available to you. They are:

1. Enroll in our Deductible Program (“DP”). The DP costs only \$150 the first year and \$99 each year thereafter providing you have had no incidents or deductible insurance claims. The DP will pay any claim made against you for any reason, regardless of fault, for property damage up to the deductible limit when you are the renter/customer of a UFS aircraft. The DP does NOT provide you any coverage for aircraft rental of non-UFS aircraft.
2. Purchase a retail non-owned aircraft insurance policy from any company (currently AIG [AOPA’s carrier], Starr Indemnity [through Falcon Insurance Company] or Global Aerospace) that covers up to \$5,000 of deductible insurance payable to us. Coverage costs may be considerably more than our DP but you are encouraged to call for quotes. Any insurance you obtain must include coverage to protect you regardless of fault. These policies, of course, provide non-owned aircraft coverage anywhere you may be renting aircraft and not just UFS.
3. Deposit \$5,000 into an escrow account with us to pay for any claim made against you as the renter/customer of UFS aircraft. You can request a full refund of this deposit at any time and the deposit will be returned to you within thirty days.