

KINGDOM, POWER, AND GLORY, LLC - DBA PEAK AVIATION

RENTER INFORMATION AND AIRCRAFT CHECKOUT

Name: _____ Date: _____

Address: _____
Street City State Zip

Home Phone: _____ Work Phone: _____

Cell Phone: _____ E-Mail: _____

Employed By: _____

Address: _____
Street City State Zip1

**If Military: _____
Unit # Supervisor Phone

Have you ever had any accidents, incidents, or FAA violations? Any alcohol or substance abuse convictions? If yes, please explain: _____

Ratings to be pursued (circle any/all that apply):

SPRT REC PVT INST COMM ME CFI CFII MEI ATP NONE

Type of Pilot Certificate: _____ Instrument Rating? _____

Pilot Certificate Number: _____ Total Pilot Time: _____

Last Flight Review: _____ Last Medical: _____

PIC Time: SE _____ ME _____ Instrument: _____ Retractable Gear: _____

AIRCRAFT CHECK OUT ENDORSEMENTS

***Model: _____ Date: _____ I, _____, sincerely believe that I have been properly checked out in this aircraft and that I am fully qualified and legal to fly this aircraft. _____
Pilot Signature CFI Signature CFI No.

•CFI: I am authorized to operate as a Flight Instructor for this aircraft _____
Pilot Signature CFI Signature CFI No.

***Model: _____ Date: _____ I, _____, sincerely believe that I have been properly checked out in this aircraft and that I am fully qualified and legal to fly this aircraft. _____
Pilot Signature CFI Signature CFI No.

•CFI: I am authorized to operate as a Flight Instructor for this aircraft. _____
Pilot Signature CFI Signature CFI No.

***Model: _____ Date: _____ I, _____, sincerely believe that I have been properly checked out in this aircraft and that I am fully qualified and legal to fly this aircraft. _____
Pilot Signature CFI Signature CFI No.

•CFI: I am authorized to operate as a Flight Instructor for this aircraft _____
Pilot Signature CFI Signature CFI No.

***LSA endorsements: See separate checkout sheet.

ATTENTION INSTRUCTOR: Attach photocopies of: Citizenship Documentation, Driver License, Medical, Military ID(if applicable), and Pilot Certificate(s). If citizenship docs not needed, then list reason: _____

KINGDOM, POWER, AND GLORY, LLC - DBA PEAK AVIATION COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

NOTE: Section II of this form is to be completed for all minors, regardless of age and regardless of whether the parent has executed Section I on behalf of the minor. Complete one form for each person.

DATE _____ PLACE _____

I. AGREEMENT

I, *(Print Name)* _____ am about to voluntarily participate in various activities, including flying activities, as a pilot, student pilot, copilot, instructor, or passenger. In consideration of Kingdom, Power, and Glory, LLC - dba Peak Aviation permitting me to participate in these activities, I, for my self, my heirs, administrators, executors, and assigns, hereby covenant and agree that I will never institute, prosecute, or in any way aid in the institution or prosecution of, any demand, claim, or suit against Kingdom, Power, and Glory, LLC - dba Peak Aviation for any destruction, loss, damage, or injury *(including death)* to my person or property which may occur from any cause whatsoever as a result of my participation in these activities.

If I, my heirs, administrators, executors, or assigns should demand, claim, sue or aid in any way in such a demand, claim or suit, I agree, for myself, my heirs, administrators, executors, and assigns to indemnify Kingdom, Power, and Glory, LLC - dba Peak Aviation for all damages, expenses, and costs it may incur as a result thereof.

I know, understand, and agree that I am freely assuming the risk of my personal injury, death, or property damage, loss or destruction that may result while participating in aviation activities, including such injuries, death, damage, loss or destruction as may be caused by the negligence of Kingdom, Power, and Glory, LLC - dba Peak Aviation.

I also understand and agree that I may be held liable for any damages or loss to Kingdom, Power, and Glory, LLC - dba Peak Aviation which are caused by my gross negligence, willful misconduct, dishonesty, or fraud, and for limited damages or loss to Kingdom, Power, and Glory, LLC - dba Peak Aviation which is caused by my simple negligence.

DATE _____ SIGNATURE _____

SIGNATURE OF KINGDOM, POWER, AND GLORY, LLC - DBA PEAK AVIATION REPRESENTATIVE

If a minor, so indicate and state age. If the minor is capable of signing, have him/her sign. If he/she is not capable, have parent sign for the minor: that is, "John Jones by Harry Jones, his father" and sign below.

II. AGREEMENT FOR MINOR PARTICIPANT

FOR MINOR *(Signature)*

I/We, _____, parent/guardian(s) of the above-named minor do hereby (1) consent to him/her participating in flight activities with Kingdom, Power, and Glory, LLC - dba Peak Aviation, (2) agree to the provisions of the above agreement and adopt it as my/our own, and (3) agree to reimburse Kingdom, Power, and Glory, LLC - dba Peak Aviation for any damages or loss incurred by it for which this minor would be liable were he/she over 21 years of age.

DATE _____ PARENT/GUARDIAN SIGNATURE _____

KINGDOM, POWER, AND GLORY, LLC - DBA PEAK AVIATION RENTAL AGREEMENT

This agreement is made the day of _____ between Kingdom, Power, and Glory, LLC - dba Peak Aviation
Month Day Year

(hereinafter referred to as "PA"), and _____, (hereinafter referred to as "lessee").
Print Name

Lease

Lessee agrees to lease from PA the aircraft and equipment available for leasing. The type of aircraft and equipment is subject to availability.

Term

The term of the lease shall be determined prior to each actual rental as reserved on the online flight scheduler run by FlightSchedulePro.COM.

Rental

Rental rates shall be determined prior to the actual rental, and the **billing and payment shall be completed at the conclusion of the rental.** Initial_____

After Hours Rental

In the event that the rental, instruction, or retail merchandise purchase occurs after hours, lessee shall either prepay an amount equal to or in excess of the estimated charges to be accrued, or shall make payment arrangements acceptable to PA prior to accruing such charges. Initial_____

No Show Charge

Lessee acknowledges that both airplanes and instructors can only be used by one party at a time. Because lessee's use or reservation of use of either the airplanes and/or instructor precludes another lessee's use or reservation of use of same, Lessee agrees to pay, at PA's discretion, a no show fee according to the following conditions: One half hour charge at the aircraft's standard rate and at the instructor's standard rate for each hour scheduled if notice of cancellation is not received 12(twelve) hours prior to scheduled departure on flights/activities of less than 5(five) hours duration. For flights/activities scheduled for more than 5(five) hours duration, the no show charge is triggered when the notice of cancellation is not received twenty four hours prior to scheduled departure.

Initial_____

Payment

Lessee hereby acknowledges that billing and payment for rentals, instruction, retail merchandise, and no-show charges is due at the conclusion of the rental. Payment may be made in the form of cash, check, or credit card.

Initial_____

Due to current PCI DSS Security Standards, lessee acknowledges that PA may NOT keep a credit card on file for payment of goods, rentals, or services provided after hours.

Initial_____

All credit cards must be processed using the chip-reading credit card reader in order to use credit card as a payment method. Swiping or manual entry of credit card information is no longer allowed by the credit card issuers.

Initial_____

As a convenience to lessee, lessee may either prepay for an afterhours rental, or arrange payment method acceptable to PA. Initial_____

Without prior arrangement, in the event that payments are not made by the lessee within 24 hours of the end of the term of any leasing action, as required, lessee shall be liable for payment of costs of collection of the debt to include reasonable attorneys' fees and/or collection fees plus interest at the rate of 20% per annum.

Initial_____

A returned check charge of \$50 shall be assessed for all returned checks.

Initial_____

Terms and Conditions of Lease

Lessee hereby certifies that any flight, including future flights, made by Lessee using any equipment or aircraft owned or operated by PA is subject to the following terms and conditions:

1. That lessee is fully and currently certified to use the aircraft **and/or equipment**, and that a current Medical Certificate, of the required class is held by the lessee, and a current pilot certificate (If necessary) is maintained in current standing, and that the lessee will notify PA of the expiration or revocation of such status.
2. Lessee will fully inspect and make a ground check of the aircraft, its equipment, and accessories before flight, and will not accept said aircraft until fully satisfied as to its airworthiness and proper functioning of said aircraft, equipment, and accessories.

3. Lessee will fully inspect and make a ground check of the aircraft, its equipment, and accessories after flight and shall return same at the specified time, weather permitting, in the same operating order, repair, condition, and appearance as when received, excepting only for reasonable wear and tear. In the event of delay, lessee shall immediately notify PA to advise of said delay, or of any unscheduled after hours use.
4. Lessee shall not use aircraft, equipment, or accessories for hire or for any commercial operation other than what is previously approved by PA in writing.
5. Lessee shall use aircraft, equipment, and all accessories only for the purposes and in the manner set forth in the application, abiding by and conforming to all present and future Federal, State, City, local and other laws, ordinances, orders, rules, and regulations.
6. Lessee shall obtain weather reports and forecasts immediately before any and all flights.
7. Lessee will file and activate an FAA flight plan for all cross-country flights.
8. Lessee shall not fly when instrument meteorological conditions exist, except if lessee has a valid Instrument Rating, meets the currency requirements of said rating, has performed at least one instrument approach with a PA instructor, and has available the proper instruments, which have been checked for function, currency, and accuracy prior to flight.
9. Lessee will not allow other persons to fly the aircraft unless that person(s) has signed and been checked out in accordance with a freelance/contract/or employed flight instructor agreement and he/she holds a current and valid flight instructor certificate.
10. Lessee will land only at paved airports except as an emergency measure, when reasonably necessary.
11. Lessee warrants and certifies that flight over water will not be undertaken unless within safe gliding distance from land.
12. Lessee shall be responsible for the amount of fuel and oil aboard the aircraft, being certain that it is in sufficient quantity for the intended trip/leg plus additional reserve, in case of weather, strong winds, etc. according to FAA regulations.
13. Lessee shall report all accidents and incidents, major and minor, to PA at once, together with names and addresses of witnesses and involved parties, and in the event of an accident will not move the aircraft unless expressly authorized to do so by PA.
14. Lessee shall not tamper with, or allow anyone to tamper with, the aircraft, equipment or its accessories. In the event of malfunction of the aircraft, equipment, or its accessories, lessee shall contact PA for instructions as to what action to take.
15. Lessee acknowledges that any use or abuse of marijuana or cannabis substances onboard the airplane or on the airport grounds and vicinity, are prohibited by this company and the FAA.
Initial _____
16. Lessee shall be responsible and liable to PA for, and indemnify PA against, any and all damage to the aircraft, its equipment, and accessories which occurs in any manner from any cause or causes during the term of the rental agreement or until redelivery of the aircraft to PA, indemnifying and holding PA harmless from and against all claims, cost, expenses, damages, and liabilities, including personal injury, death, or property damage claims arising or in any manner occasioned by the operation or use of the aircraft, during the term of this rental agreement or until redelivery of the aircraft to PA.
17. The parties acknowledge that PA is not a manufacturer or engaged in the sale or distribution of the aircraft. PA makes no representations, promises, statements, or warranties, expressed or implied, with respect to the merchantability, suitability, or fitness for purpose of the aircraft or otherwise. PA shall not be liable to the lessee for any loss, claim, demand, liability, cost, damage, or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the aircraft, or by any inadequacy thereof for any purpose, or by any defect therein; or in the use or maintenance thereof, or any repairs, servicing, or adjustments thereto, or any delay in providing, or failure to provide the same, or any interruption or loss of service or use thereof, any loss of business, or any damage whatsoever and howsoever caused.
18. All risks of loss, damage, theft, or destruction of the aircraft or equipment, from whatever cause, shall, at PA's discretion, be borne by the lessee. No such loss, damage, theft, or destruction of the aircraft, equipment, or its accessories, in whole or in part, shall impair the obligations of the lessee under this lease, all of which shall continue in full force and effect.

19. This agreement is a lease, and the lessee does not acquire hereby any right, title, or amount whatsoever, legal or equitable, in the aircraft or to the proceeds of the sale of the aircraft.
20. The relationship between PA and the lessee is only that of lessor and lessee. The lessee shall never at any time during the term of this lease for any purpose whatsoever be or become the agent of PA, and PA shall not be responsible for the acts or omissions of the lessee or its agents.
21. PA's rights and remedies with respect to any of the terms and conditions of this lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to PA.
22. PA's failure to strictly enforce any provisions of this lease shall not be construed as a waiver thereof or excusing the lessee from future performance.
23. The invalidity of any portion of this lease shall not affect the remaining valid portions thereof.
24. Any changes to this agreement must be in writing.
25. No delay or failure by either party to exercise any right under this lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
26. This agreement shall be governed by the laws of the State of Colorado, and any disputes arising from this agreement, unless otherwise resolved, shall be resolved in the courts of Colorado.
27. PA does not assume any liability for loss or damage to any contents or personal property contained in any aircraft leased hereunder regardless of circumstances under which said loss or damage might occur and whether or not the vehicle is in possession or under control of PA.
28. The provisions of this agreement shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, and assignees.
29. All lessees, student pilots or certificated pilots, are required, prior to first rental flight without a company instructor, to perform an aircraft checkout with a PA approved flight instructor; this is both an insurance and PA policy requirement. If lessee has been inactive with PA for 6 (six) months or more, it is at the discretion of PA to repeat the checkout procedure – checkouts will be documented and updated in lessee's rental contract file. Each aircraft make and model may require a unique checkout unless waived by PA.
30. Prior to flying into mountainous terrain (defined in FAR Part 95), lessee will have an appropriate mountain check by PA or demonstrate evidence of other acceptable checkout. For the sole purpose of this lease agreement, mountainous terrain shall include any flight west of the Garden of the Gods.
31. No Flight Instructor, company-employed, company-contracted, or otherwise, will authorize a student to fly solo in PA aircraft without student performing a satisfactory pre-solo check flight with the Chief Flight Instructor.
32. Lessee understands that all PA aircraft are fully insured, but have deductibles. In the event of any insurance claim initiated (at PAs discretion) from any occurrence within the terms of this lease the lessee will be responsible for the entire insurance deductible (currently \$2,500). The lessee understands that he/she is responsible for any and all damage to the aircraft at any time and PA may exercise discretion in filing an insurance claim depending on the estimated cost of repairs; these costs may be above and beyond the insurance deductible. In the case of lessee's negligent or willful misconduct in the operation of the aircraft, the lessee will be held totally liable for all damage to return the aircraft to original state at time of rental. PA highly recommends lessee purchase renter's insurance; PAs insurance carrier provides very good, competitive, rental coverage information, provided in the office or at www.cospilot.com.
Initial_____
33. In the case of multi-engine aircraft, deductibles may vary from single-engine aircraft. It is lessee's responsibility to review and be knowledgeable of the different deductibles for multi-engine aircraft.
Initial_____
34. All rentals that are scheduled for longer than 8 hours cumulative per day or any rentals in which the aircraft will remain away from PA overnight will be billed either the actual hours flown, or 3(three) hours per day, whichever is greater.
Initial_____
35. Special case for block scheduling: All advanced scheduling of more than 20 hours cumulative per week requires a \$500.00 nonrefundable deposit, due five days prior to the first scheduled flight.
Initial_____

In witness whereof the lessee has duly executed this lease in Colorado Springs, El Paso County, Colorado.

_____	_____	_____
Print Name	Signature	Date
	_____	_____
	PAC authorized signature	Date