



**PILOTS RENTING AIRCRAFT MUST BE CURRENT
WITHIN THE LAST 60 DAYS**

NAME: _____ **AGE:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
HOME PHONE: _____ **CELL PHONE:** _____
EMAIL ADDRESS: _____
DRIVERS LICENSE NUMBER: _____ **STATE:** _____ **EXPIRES:** _____
PILOT CERTIFICATION NUMBER: _____ **DATE ISSUED:** _____
MED CLASS: _____ **DATE ISSUED:** _____ **EXPIRES:** _____
TYPE OF CERTIFICATE: _____ **RATINGS:** _____
BFR DATE OR DATE OF NEW RATING: _____

FLIGHT TIME

DATE **TOTAL TIME** **S.E.L.** **M.E.L.** **COMPLEX** **HIGH PERFORMANCE**

CHECKED OUT IN THE FOLLOWING AIRCRAFT

DATE **AIRCRAFT** **TIME IN TYPE** **INSTRUCTOR**

Genesis Flight Academy shall not be responsible for, and shall be protected, indemnified and held harmless by the undersigned from and against any and all claims, actions, and expenses (including attorney fees) and damages of every kind, for injury to, or death of any person or persons including the undersigned, its officers, employees, agents, customers, invitees, or other parties contracting with the undersigned of the premises or property known as Genesis Flight Academy to flight lessons given by the indemnities or their agents, employees, customers, licenses or invitees, including but not limited to those resulting in injuries to persons or property caused by defects in any building, structure, aircraft or equipment failure to maintain the same in a safe condition.

Signed: _____ **Date:** _____

I understand an hourly rate of \$3 will be charged through Genesis Flight Academy to cover the insurance deductible or I may also elect to choose another insurance company of my choice. This rate will be charged only when not flying with a GFA instructor. Without either of the above there is \$ 2500.00 deductible on Single Engine, Fixed Gear Aircraft, and Retractable Gear Aircraft and a \$ 5000.00 deductible on Multi-Engine Aircraft.

Please initial below if you wish to pay the hourly fee:

_____ **ACCEPT** _____ **DECLINE - I WILL GET MY OWN COVERAGE**

Genesis Flight Academy

Safety Procedures and Rules

- 1) Weather Requirements / Minimums (VFR Operations):
 - a) An appropriate weather briefing from a flight service station is required for all flights, local or cross-country.
 - b) Each instructor will ensure weather conditions are acceptable to accomplish the required training and are within his/her capabilities.
 - c) For solo local flights, a minimum of a 3000 foot ceiling and 5 miles visibility are required. Only a flight instructor may give permission for specific flights in the traffic pattern when conditions are less than previously stated.
 - d) For solo cross-country, conditions over the entire route are to be at a minimum of 3000 feet and 5 miles visibility and expected to remain so for the duration of the flight plus one hour after landing at destination airports
 - e) Wind limitations:
 - i) Dual flights are at the instructor's discretion. Each instructor must insure the conditions are within the design limits of the aircraft to be flown as well as his/her personal capabilities.
 - ii) Solo pilots with less than 50 hours solo, steady or gusting winds to 15 knots or cross wind component of 8 knots, and not to exceed the design limitations of the aircraft.
 - iii) Solo pilots with more than 50 hours, steady or gusting winds to 20 knots or cross wind component of 15 knots, and not to exceed the design limitations of the aircraft.
- 2) Ground Operations:
 - a) No student or renter pilot shall attempt to start an aircraft by hand propping.
 - b) Extreme care should be exercised when taxiing in the vicinity of other parked aircraft.
 - c) The procedures outlined in the pilot's operating handbook should be followed whenever starting an aircraft. Extreme care should be used to insure that no danger exists to any ground personnel, people or property near the aircraft.
 - d) Taxiing the aircraft across tie down ropes and/or cables while under power for parking is not considered an acceptable procedure since damage to props or wingtips and tires occur easily.
 - e) All taxi operations should be on the runway centerline at a speed no faster than a brisk walk. During night operations, the aircraft should be taxied at a speed no faster than one at which it can be brought to a full stop within the distance of the taxi light.
- 3) Fire Precautions and Procedures:

Each pilot shall follow the Emergency Procedures found in the airplane's POH in the event of a fire either on the ground or in flight.
- 4) Unscheduled Landings:
 - a) Any pilot, who makes an un-scheduled landing on or off airport landing, shall contact Genesis Flight Academy and obtain permission to re-dispatch prior to taking off. Notification is not required if a Genesis Flight Academy Instructor is on board and the landing was at a public use airport.
 - b) Phone numbers:
 - i) Normal Business Hours: (512) 931-0330
 - ii) After Business Hours: (512) 695-3591
- 5) Aircraft Discrepancies:
 - a) Should any conditions of airframe, engine, or avionics be found that renders the aircraft un-airworthy or might render the aircraft un-airworthy, the pilot in command shall:
 - i) If at Georgetown, immediately report that condition to the Genesis Flight Academy through an aircraft discrepancy sheet located in the aircraft flight logbook or at the front desk.
 - ii) At an airport other than Georgetown, notify the Genesis Flight Academy by phone and receive instructions on the disposition of the discrepancy.

iii) Phone Numbers – Normal Business Hours: (512) 931-0330
After Business Hours: (512) 695-3591

- 6) Securing Unattended Aircraft:
 - a) Any unattended aircraft must be chocked by a minimum of one wheel.
 - b) Aircraft should be returned to and parked in the approximate location as found prior to flight.
 - c) To prevent damage upon completion of flight, the flight controls will be immobilized with a control lock or seat belt. The aircraft must also be properly chocked and/or tied down.
- 7) Minimum Fuel Requirements:
 - 1) The minimum fuel reserve for departure of a cross-country flight is one (1) hour, after considering winds and weather.
 - 2) The minimum fuel reserve for departure on local training flights is forty-five (45) minutes.
 - 3) Cross country flights – an additional fuel stop is required while en route anytime the estimated fuel reserve becomes less than 30 minutes for day and 45 minutes for night flight.
- 8) Collision Avoidance:
 - 1) All pilots must remain vigilant on the ground or while airborne for obstructions or other aircraft.
 - 2) A brake check should be done immediately after the aircraft begins to move from its parking place.
 - 3) Due to the high density of traffic operations, extra care should be exercised between Georgetown and the practice area. Georgetown Tower frequency must be monitored at all times when in the practice area.
- 9) Minimum Altitudes:
 - 1) All flight operations shall be conducted in accordance with FAR 91.119.
 - 2) Simulated power failure emergencies will not be practiced when not accompanied by a Genesis Flight Academy instructor.
 - 3) When accompanied by a Genesis Flight instructor:
 - a) Minimum altitude is 200 feet AGL and only then with the engine running and at the discretion of the instructor that it can be done safely.
 - b) At no time should any aircraft be allowed to get closer than 500 feet to any person, structure, vehicle, or vessel as required by FAR 91.119
- 10) Assigned Student Practice Area:
 - a) The Genesis Flight Academy practice area is bound by five (5) miles east of Georgetown, between Granger and Bartlett.

Genesis Flight Academy

Flight operating procedures for all pilots

- 1) Flight Privileges:
 - a) Initial Checkout – No flight will be permitted by any pilot unless that pilot has been approved by a properly authorized Genesis Flight Academy instructor for flight in the particular model he/she wishes to fly and a log book copy of the particular model checkout is on file in the pilot's record in the Genesis Flight Academy office. An aircraft questionnaire will be completed for each aircraft.
 - b) Recurrent proficiency – Each Genesis Flight Academy pilot on active flying status is required to fly with a Genesis Flight Academy instructor once each year. The flight review will be done during the same month as the biannual flight review, on opposing years.
 - c) Single engine complex – The minimum pilot requirements are Private Pilot, 100 PIC, 25 hrs in single engine aircraft with retractable gear, and 5 hrs in make and model; or in lieu of type time and make and model time, 10 hrs of dual flight instruction in aircraft of same make and model including at least 15 takeoffs and landing with appropriately certified flight instructor.

- d) Multi-Engine – Minimum pilot requirements are Private Pilot with current instrument and multi engine rating, 300 hours including either 50 hrs multi time, with at least 5 hrs in same make and model; or in lieu of type time and make and model time, 15 hrs of dual flight instruction in aircraft of same make and model including at least 15 takeoffs and landing with appropriately certified flight instructor.
- 2) Flight Plans:
 - a) All cross country flights must be conducted on a flight plan filed and activated with flight service. It is the responsibility of the PIC to ensure that all flight plans are properly closed at the completion of a flight.
- 3) Weight and Balance:
 - a) Each pilot in command is responsible for ensure each flight is within the weight and balance limits prescribed by the manufacturer.
- 4) IFR Flights:
 - a) IFR flights may only be conducted in IFR qualified Genesis Flight Academy aircraft and by a current IFR qualified pilot.
- 5) Airports of Intended Use:
 - a) Landing of Genesis Flight Academy aircraft shall be limited to paved runways at public use airports. Exceptions are soft field take off and landings practice with a Genesis Flight Academy instructor and emergencies.
- 6) Pilots Operating Handbook and Checklists:
 - a) All pilots must be familiar with the pilots operating handbook or approved flight manual for each aircraft being flown.
 - b) The POH or AFM and aircraft checklist must be carried in the aircraft on each flight.
 - c) Use of checklists is required and is considered good operating practice.
- 7) Smoking, Cleanliness, and Headsets
 - a) Smoking is prohibited while in any Genesis Flight Academy aircraft. The Genesis Flight Academy office and flight line are no smoking areas.
 - b) Please make every attempt to keep the aircraft neat and clean. Renter shall be liable to Genesis Flight Academy for cleaning of aircraft if aircraft is not returned in the same condition it was received. Aircraft cleaning fee to remove vomit or body fluids starts at \$150.
 - c) There is a \$5 per flight charge for the headsets and if not returned with the aircraft, the renter will be responsible for the cost of replacement. Please make every effort to keep headsets and the aircraft secure.
- 8) Night Flying:
 - a) The first 3 nights VFR flights for new members of Genesis Flight Academy must have the night cross country flight plans reviewed with Genesis Flight Academy instructors prior to departure. Night flights over 100 nm must be IFR or the pilot must have 100 hours of night PIC.
- 9) Spins and Other Aerobatic Flight:
 - a) Aerobatic flight including intentional spins is prohibited except spins taught in an appropriate flight course authorized by Genesis Flight Academy and within the items outlined in FAR 91.303. Spins shall only be in an aircraft certified for intentional spins in flight.
- 10) Formation Flights:
 - a) Formation flights create a serious collision risk and should be performed by experienced, trained pilots only. The use of Genesis Flight Academy aircraft in any formation flights of more than one aircraft is prohibited.
 - b) Aircraft shall maintain a separation of ¼ (one quarter) mile from any other aircraft while flying over similar routes.



11) Fuel and Oil:

- a) As a courtesy to others and to minimize pre-flight delays, please top off gas tanks when below ½ full after the final flight of the day, except when otherwise requested.
- b) Fuel and oil reimbursements will be limited to the current available purchase cost at Georgetown Municipal Airport.

12) Charter Service:

- a) Genesis Flight Academy will not be operated for commercial charter purposes. This is violation of the FAR's.

13) Foreign Country Flights:

- a) Renters shall not fly a Genesis Flight Academy aircraft to a foreign country with out prior written approval of Genesis Flight Academy.

Prohibited Activities Utilizing Genesis Flight Academy Aircraft:

- a) Any commercial activity that is not conducted by a Genesis Flight Academy, LLC. employee such as:
 - i) Dual instruction
 - ii) Photo flights
 - iii) Parachute jumping
 - iv) Towing of banners or gliders
 - v) Any activity where the pilot is compensated
 - vi) Subletting
- b) Flights outside the continental United States and Alaska.
- c) Flights into primary Class B airports.

Refund Policy: If funds are on account with Genesis Flight Academy, a full refund will be issued for flight hours that were not used. Refund will be in the form of a check within 15 days from the date of request.

Genesis Flight Academy
Student Pilots

1) Student Supervision:

- a) Students must be under the supervision of a certified flight instructor at all times. Each individual must have prior approval of the instructor.

2) Recent Experience (Student Pilot Certificate):

- a) A minimum of two flights per month with minimum two hours flight time including three landings.

3) Wind Limits (Student Pilot Certificate):

- a) Student solo flights may not depart when actual or expected winds exceed steady or gusting winds to 15 knots or cross wind component of 8 knots, and not to exceed the design limitations of the aircraft.

4) Runway Conditions (Student Pilot Certificate):

- a) No student pilot may depart on a flight if the runways at any airport of intended operation are reported to be icy or snow covered or in which the runway braking action is reported as fair, poor or nil.

5) Cross Country Flights (Student Pilot Certificate):

- a) All solo cross country flights will depart with fuel tanks topped.
- b) No student cross country flight beyond normal business hours will be allowed.

6) Night Flights (Student Pilot Certificate):

- a) Student solo at night is prohibited unless specifically authorized by the flight instructor and in accordance with a log book endorsement.



Genesis Flight Academy
Safety Procedures and Practices

I, _____, certify that I have received a copy of Genesis Flight Academy operating procedures. By signing below, I certify that I have read and agree to follow Genesis Flight Academy's operating procedures. In addition, I agree to abide by the rules, safety procedures and practices outlined in this document.

Renter's/Pilots signature Date: _____

Genesis Flight Academy representative Date: _____

Genesis Flight Academy
Aircraft Rental Agreement

This AIRCRAFT RENTAL AGREEMENT (the Agreement) is entered into as of the ____ day of _____, 20__ between Genesis Flight Academy (GFA), and _____ ("Renter"). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as regards from time to time by Renter of any and all aircraft rented from GFA (hereafter "Aircraft") as follows:

1. **RENTAL FEE:** Renter shall pay from time to time a rental fee for Renter's use of the Aircraft in accordance with Authority's prevailing prices and policies. Such rental fee shall be due and payable in advance at the beginning of each Rental Period ("RP"), as herein defined. Renter hereby agrees and acknowledges that Renter is responsible for Aircraft at all times during the RP.
2. **SOLE PILOT:** Renter agrees that Renter shall be the sole pilot or operator of the aircraft during each RP. Renter hereby agrees to operate Aircraft in accordance with applicable Federal, State, and Local laws and regulations. Renter must complete an Aircraft Renter Primary Data Card (PDC). The information and representations made in the PDC shall be updated by Renter before the commencement of each rental period and are hereby incorporated by reference into this Agreement.
3. **CERTIFICATES:** Renter represents that Renter hold a valid and current Federal Aviation Administration ("FAA") pilot license and a valid and current medical certificate, and has passed a biennial flight review within the last twenty-four (24) calendar months or is a student supplying a valid and current medical certificate. For the purpose of Aircraft rental for any PR, the validity and currency of such certificate shall be based upon review of credentials presented by Renter to GFA, who at its sole discretion may deny rental of Aircraft at any time for any reason.
4. **PRE-FLIGHT:** Renter acknowledges and agrees that the term Aircraft constitutes more than one aircraft Make and Model ("M&M"). Renter hereby agrees that prior to Renter's first rental of any aircraft M&M within the terms of this Agreement, and prior to or concurrent with the commencement of any renewal term, Renter must demonstrate proficiency in same aircraft M&M satisfactory to a Flight Instructor, at his sole discretion. Renter further agrees that if Renter has not flown aircraft M&M within the last 60 days of said demonstration of proficiency, GFA may require renter to again demonstrate proficiency in aircraft M&M satisfactorily to a Flight Instructor at its sole discretion.



Prior to each flight, each Renter shall personally conduct a pre-flight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking the fuel from all sumps and determining that the fuel is the correct type for the Aircraft and that the fuel and oil on board the aircraft are sufficient for Renter's purpose.

5. CHECK-LISTS: Renter shall operate the aircraft in accordance with the Aircraft manufacture's recommended pre-takeoff, cruise, and pre-landing check-lists.

6. WEATHER: Renter shall obtain weather reports of forecast for the proposed route prior to commencing a flight. Renter shall only operate Aircraft when current and forecasted aviation weather indicate that weather conditions present both locally, en route, and at the destination are commensurate with the pilot's certificates, rating and experience, and capabilities of Aircraft, and meet all other requirement as set forth herein.

7. COMPLIANCE WITH GFA PROCEDURES: Renter represents and warrants that Renter has read and understands the GFA Instruction Procedures relating to Rental of Aircraft as set forth in the Operation Manual and is familiar with the contents thereof. GFA retains the right to deny Aircraft rental if the Renter fails to comply with any part of said procedures or others as may be contained herein.

8. RUNWAYS: Renter agrees to use only established, hard-surfaced runways.

9. ACCIDENTS: Renter agrees to immediately report to GFA any accident, mishap, incident or anomalies including, but not limited to, engine failure, engine stoppage, or engine shut-down; propeller strike, failure or damage; physical damage or anomalies to Airframe or other parts of Aircraft; or any and all of its component parts including avionics and electronic components or radios, or anomalies thereto or otherwise applicable under National Transportation Safety Board Part 830.

10. COMPLIANCE WITH LAWS: Renter shall file an FAA flight plan for all flights of more than Fifty (50) nautical miles in one direction. The Aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations. Renter shall file an IFR flight plan for night cross countries in excess of one hundred (100) nautical miles.

11. PHYSICAL CONDITION: Renter represents that Renter will not operate Aircraft if Renter has used intoxicating liquor, tranquilizers, or sleep-inducing drugs within twenty-four (24) hours prior to the commencement of any flight or flight leg or if Renter's physical condition is in any way impaired.

12. INSPECTION: Renter represents that Renter has inspected the Aircraft or has caused it to be inspected and hereby agrees that the Aircraft is in acceptable mechanical condition. EXHIBIT A, Page 1 of 3

13. PROHIBITED ACTIVITIES: Renter agrees that the Aircraft shall not be used (a) in any race, test, or contest; (b) for any illegal purpose whatsoever; or (c) for any purposes not permitted by GFA procedures.

14. CONDITION OF AIRCRAFT: RENTER HEREBY ACKNOWLEDGES THAT GFA IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT GFA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.

15. SUBLEASE AGREEMENT: Renter agrees not to sublease the Aircraft or sell, assign, or otherwise transfer this Agreement.

16. ALTERATIONS: Renter agrees not to make any additions, alterations, or improvements to the Aircraft.



17. INDEMNITY-FORCE MAJEURE: Renter agrees to release, indemnify, and hold GFA, its officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, and claims judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to GFA by reason of any loss of or damage to any property, or injury to, or death of a person, arising out of or by reasons of any breach, violation, or nonperformance by renter of any covenant or condition of this Agreement, or by any act or failure to act on the part of the Renter. GFA shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond GFA's control.

18. THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on this the ___ day of _____, 20___, by the Participant identified above, and, if applicable, his/her parents/guardians identified above, in favor of Genesis Flight Academy, LLC. WHEREAS, we, the undersigned, have been made aware and understand that to participate in any part of the Genesis Flight Academy program (including airplane rides), carries with it certain dangers, hazards and risks associated with those activities. We understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of Genesis Flight Academy, LLC. accidents caused by a variety of human factors, medical conditions of the participant and/or Genesis Flight Academy, LLC. personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind; and WHEREAS, the undersigned agree to assume any and all risks of participation in any part of the Genesis Flight Academy, LLC. program (including airplane rides), and freely and voluntarily choose to participate in these activities with full knowledge of these risks; NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

a. Waiver of Claims. To waive, release and discharge any and all claims of any kind whatsoever that I may have against Genesis Flight Academy, LLC. and its shareholders, officers, directors, employees, agents, and representatives (all of whom shall hereafter be referred to as the "Releasees"), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the Genesis Flight Academy, LLC program (including airplane rides).

b. Hold Harmless. To exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the Genesis Flight Academy program (including airplane rides), even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause. The parents/guardians of any minor named above hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.

c. Covenant Not To Sue. I hereby covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my participation in any part of the Genesis Flight Academy, LLC program (including airplane rides).

d. Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death.



e. Severability. If a court of competent jurisdiction should decide that any part of this Release is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or void as a matter of public policy, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than \$500,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.

19. DAMAGE TO AIRCRAFT: At the termination of the rental period, Renter shall return the Aircraft to GFA in the same condition as when received, excepting reasonable wear and tear. Renter shall be liable to GFA for the first \$2500.00 of damage sustained by the Aircraft during the rental period if an insurance claim is required to repair damages. Renter shall be liable to GFA for the cost of parts and labor for damage sustained by the Aircraft during the rental period for damages not requiring an insurance claim. This includes but is not limited to excessive breaking causing damage to tires or other components.

20. RENTAL INSURANCE DISCLOSURE NOTIFICATION: Renter acknowledges that GFA has provided Renter with and Renter has reviewed the Insurance disclosure Notification relating to insurance coverage that cover loss arising out of the owner maintenance and use of the Aircraft (Exhibit D), which is incorporated herein by reference.

22. EMERGENCY REPAIRS: Emergency repairs shall be defined as repairs to the Aircraft which, due to statute, regulations, mechanical failure, or failure, or damage, should be made to the Aircraft before further flight. Should the aircraft require emergency repairs, Renter shall comply with the following procedures: (a) contact GFA for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, Renter may authorize and make payment for the repairs, for which Renter shall be reimbursed by GFA. Under no circumstances shall Renter authorize repairs to the Aircraft unless no contact with GFA can be affected and the repairs can be made for One Hundred Dollars (\$100.00) or less, and under no circumstances shall the Aircraft be flown by Renter without repair if to do so would violate any Federal, State, or Local law or regulation or compromise the safety of the renter, his/her passengers, or the Aircraft.

23. DEFAULT: Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, GFA, at its option, and without further notice, has the right to terminate the Agreement and to repossess the Aircraft using such force as may be necessary without being deemed guilty of trespass, breach of peace, or forcible entry, and detainer, and Renter hereby expressly waives the service of any notice. Exercise by GFA of either or both of the rights specified above shall not prejudice GFA's right to pursue any other remedy in law or equity.

24. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the Texas.

25. RELATIONSHIP OF PARTIES: Renter is not and shall never at any time during the term of this Agreement become the agent of GFA, and shall not be responsible for the acts or omissions of Renter, its agents, or servants.
EXHIBIT A, Page 2 of 3

26. REMEDIES CUMULATIVE: The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

27. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and as of its effective date supersedes all prior agreements between the parties as related to the rental of Aircraft. Any change or modification hereof must be in writing signed by both parties.

28. WAIVER: The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

29. SUCCESSORS BOUND: This Agreement shall be binding and shall inure to the benefit of the heirs, legal representative, successors, and assigns of the parties hereto.

30. REPOSSESSION OF AIRCRAFT: Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any Federal, State or Local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had given false or misleading information at time of rental.

31. TERM: The term of this Agreement is for one year from the date first written above, which term may be renewed for an additional one year, at GFA's sole discretion.

32. RENTAL PERIOD: Rental Period ("RP") for any Aircraft is defined herein as that time period during which Renter has possession of the keys of the Aircraft, Authorized possession of the Aircraft commences with the authorized release of the keys of the aircraft to Renter by GFA and concludes with the return by the Renter of the keys of the Aircraft to GFA provided that Renter has returned Aircraft to airport agreed-upon.

If an aircraft is rented overnight, minimum hour requirements must be met. If the aircraft is rented for a consecutive 8 hour period, the same minimum requirements must be met. If the below are not met the renter is required to pay the difference.

Monday-Thursday 2 hours minimum
Friday-Sunday 3 hours minimum

33. HEADING: Headings are provided for convenience only and do not constitute part of this Agreement. Renter may not pledge, assign, transfer, or hypothecate this Agreement.

Print Name

Signature

Date

Genesis Flight Academy Representative

Date