



**PILOTS RENTING AIRCRAFT MUST BE CURRENT WITHIN  
THE PREVIOUS 60 DAYS PRIOR TO DISPATCH**

**CIRRUS PILOTS MUST BE COMPLIANT WITH CIRRUS VFR AND IFR (IF INSTRUMENT RATED)  
RECURRENT SCHEDULE**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PRIMARY PHONE \_\_\_\_\_ SECONDARY PHONE \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
PILOT CERTIFICATE CLASS \_\_\_\_\_  
PILOT CERTIFICATE # \_\_\_\_\_ INSTRUMENT RATED Y  N   
MEDICAL CLASS \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ EXPIRES \_\_\_\_\_

**PILOT EXPERIENCE**

TOTAL TIME \_\_\_\_\_ S.E.L. \_\_\_\_\_  
M.E.L. \_\_\_\_\_ COMPLEX \_\_\_\_\_  
HIGH PERFORMANCE \_\_\_\_\_ INSTRUMENT \_\_\_\_\_  
SR20 \_\_\_\_\_ SR22 \_\_\_\_\_ C172 \_\_\_\_\_

Genesis Aero shall not be responsible for, and shall be protected, indemnified and held harmless by the undersigned from and against any and all claims, causes of action, and expenses (including attorney fees and costs of court) and damages of every kind, for injury to, or death of any person or persons including the undersigned, and the undersigned' officers, employees, agents, customers, invitees, guests or other parties with the undersigned on or in the premises or property known as Genesis Aero for flight instruction 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 resulting from any cause including the failure to maintain the same in a safe condition.

Genesis Aero carries liability and property damage insurance which insures only the interest of Genesis Aero. That insurance provides the insurance company with a right of subrogation against students and renters for damages to and liability claims made against Genesis Aero and its aircraft and premises resulting from the negligence of undersigned renter and student. Renters and students are advised to carry non-owned aircraft coverage in an amount equal to the value of the aircraft being rented and liability insurance in such amount as deemed advisable to the undersigned.



Non-owned aircraft renter's insurance is required any time a Genesis employed CFI is not Pilot in Command. This includes student solo flights, student cross country flights and rental flights. Insurance may be bound through the company of your choice. Proof of insurance must be presented prior to any solo or rental flights. The minimum requirements are outlined below:

**Standard Bodily Injury & Property Damage Liability Limits minimum required:  
\$100,000 each person / \$1,000,000 Property Damage and \$1,000,000 each accident.**

**Aircraft Physical Damage Liability Limits  
Minimum limit: \$100,000**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **Genesis Aero Procedures for Student Pilots**

### 1) Student Supervision:

Students must be under the supervision of a Genesis Aero certified flight instructor at all times. Each student must have prior approval of their instructor to conduct a solo flight and shall at all times comply with the limitations imposed by the instructor as outlined in the student's logbook. Instructor approval is required immediately before each student solo flight to review current weather conditions. Student solo flights may not depart if the student has not successfully completed a dual flight in the previous 2 weeks. Student solo flights may not be dispatched outside office hours, dispatched if return is outside office hours or on holidays when office and/or maintenance staff are unavailable.

### 2) Wind Limits:

Student solo flights may not depart when actual or expected winds exceed steady 15 knots or winds gusting to 15 knots or cross wind component of 5 knots, and not to exceed the design limitations of the aircraft. Limitations may be lower than those outlined above and may differ for each student based on experience or instructor discretion.

### 3) Runway Conditions:

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.

### 4) Cross Country Flights:

- a) All solo cross country flights will depart with fuel tanks topped.
- b) No student cross country flights before or extending after normal business hours will be allowed.

### 5) Night Flights:

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

**Procedures for Student Pilots must be followed in conjunction with the Safety Procedures and Rules for all Pilots & Flight Operating Procedures for all Pilots & Aircraft Rental Agreement outlined in this document.**



## Genesis Aero Safety Procedures and Rules for all Pilots

### 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 for student pilots.
- c) For solo local flights, a minimum of a 3000-foot ceiling and 5 miles visibility are required. Only a Genesis Aero 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 airport.
- e) Wind limitations:
  - i) Dual flights are at the instructor's discretion. Each instructor must ensure the conditions are within the design limits of the aircraft to be flown as well as his/her personal capabilities.
  - ii) Pilots with less than 100 hours total time, may not fly when steady or gusting winds equal to or exceed 15 knots or the cross winds component exceeds 8 knots, and not to exceed the design limitations of the aircraft. Student solo flights – see page 2
  - iii) Pilots with more than 100 hours total time, may not fly when steady or gusting winds equal or exceed 20 knots or cross wind component equals or exceeds 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 (POH) should be followed whenever starting an aircraft. Extreme care should be used to ensure that no danger exists to any ground personnel, people or property near the aircraft.
- d) Aircraft should not be taxied across tie down ropes and/or cables while under power for parking.
- 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 & Overdue aircraft:

- a) Any pilot, who makes an un-scheduled landing on or off airport, shall contact Genesis Aero and obtain permission to re-dispatch prior to taking off. Notification is not required if a Genesis Aero Instructor is on board and the landing was at a public use airport.
- b) Any pilot who will not return rental aircraft to base prior to their scheduled time must contact Genesis Aero to advise location and approximate arrival time.



c) Genesis Aero phone numbers:

Normal Business Hours:(512) 931-0330 (text messages to this number are monitored during and after hours)

After Business Hours: (512) 887-4343 or (737) 444-2376

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 Genesis Aero at the front desk or to any on duty aircraft mechanic.

ii) If at an airport other than Georgetown, notify Genesis Aero by phone and receive instructions on the disposition of the discrepancy.

iii) Genesis Aero phone numbers:

Normal Business Hours: (512) 931-0330 (text messages to this number are monitored during and after hours)

After Business Hours: (512) 887-4343 or (737) 444-2376

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 shall be immobilized with a control lock or seat belt. The aircraft must also be properly chocked and/or tied down.

7) Minimum Fuel Requirements:

a) The minimum fuel reserve for departure of a cross-country flight is one (1) hour, after considering winds and weather.

b) The minimum fuel reserve for departure on local training flights is forty-five (45) minutes.

c) Cross country flights – an additional fuel stop is required while enroute anytime the estimated fuel reserve becomes less than 30 minutes for day and 45 minutes for night flight

8) Collision Avoidance:

a) All pilots must remain vigilant on the ground or while airborne for obstructions or other aircraft.

b) A brake check should be done immediately after the aircraft begins to move from its parking place.

c) 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:

a) All flight operations shall be conducted in accordance with FAR 91.119.

b) Simulated power failure emergencies shall not be practiced unless the pilot is accompanied by a Genesis Aero flight instructor.

c) When accompanied by a Genesis Aero instructor:

i) 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.

ii) At no time should any aircraft be allowed to fly closer than 500 feet to any person, structure, vehicle, or vessel as prescribed by FAR 91.119.

10) Assigned Student Practice Area:

The Genesis Aero practice area is bound by five (5) miles east of Georgetown, between Taylor and Holland.



## **Genesis Aero 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 Aero instructor for flight in the particular make and model he/she wishes to fly and completed checkout paperwork is on file with Genesis Aero. An aircraft checkout will be completed for each make and model aircraft. Checkout in the Cirrus Aircraft requires successful completion of a Cirrus Transition course or Cirrus Advanced Transition course. Checkout requirements may change from time to time at the discretion of Genesis Aero or as required by our insurance provider or FAA inspectors.
- b) Recurrent proficiency (following initial checkout)-
  - i) PILOTS RENTING AIRCRAFT MUST BE CURRENT WITHIN THE PREVIOUS 60 DAYS PRIOR TO DISPATCH.
  - ii) CIRRUS PILOTS MUST BE COMPLIANT WITH CIRRUS VFR AND IFR (IF INSTRUMENT RATED) RECURRENT SCHEDULE.
- c) Annual recurrent training-  
Each Genesis Aero pilot on active flying status is required to fly with a Genesis Aero instructor once each year. The flight review will be done during the same month as the biannual flight review, on opposing years. Cirrus pilots must follow Cirrus recommended currency training. Once a Cirrus pilot has completed their initial transition training, they must complete a 90-day refresher lesson followed by recurrent training every 6 months.

### 2) Flight Plans:

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:

Each pilot in command is responsible to ensure each flight is within the weight and balance limits prescribed by the aircraft manufacturer.

### 4) IFR Flights:

IFR flights may only be conducted in IFR qualified Genesis Aero aircraft and by a current IFR qualified pilot. The pilot shall be checked out and signed off for instrument flight proficiency by a Genesis Aero instructor prior to conducting any IFR flight.

### 5) Airports of Intended Use:

Landing of Genesis Aero aircraft shall be limited to paved runways at public use airports. Exceptions are soft field take off and landings practice with a Genesis Aero 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 iFOM 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 Aero aircraft. The Genesis Aero office and flight line areas are no smoking areas.
- b) Please make every attempt to keep the aircraft neat and clean. Renter shall be liable to Genesis Aero for cleaning of aircraft if aircraft is not returned in the same condition it was received. Aircraft cleaning fee to remove vomit or bodily fluids STARTS AT \$150.
- c) Loaner headsets if not returned with the aircraft, the renter shall be liable for the cost of replacement. Please make every effort to keep headsets and the aircraft secure.

8) Night Flying:

Pilots renting aircraft at night must have completed a night checkout with a Genesis Aero instructor in the previous 90 days. The first 3 night VFR flights for new renters of Genesis Aero aircraft must have the night cross country flight plans reviewed with a Genesis Aero instructor a prior to departure.

9) Spins and Other Aerobatic Flight:

Aerobatic flight including intentional spins is prohibited except spins taught in an appropriate flight course authorized by Genesis Aero 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 Aero aircraft in any formation flights of more than one aircraft is prohibited.
- b) Aircraft shall maintain a separation of  $\frac{1}{4}$  (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 fill gas tanks to fill-collar or tabs after each flight unless otherwise requested.
- b) Fuel and oil reimbursements will be limited to the current available self-service purchase cost at Georgetown Municipal Airport.

12) Charter Service:

Genesis Aero aircraft will not be operated for commercial charter purposes. This is violation of the FAR's.

13) Foreign Country Flights:

Renters shall not fly a Genesis Aero aircraft into a foreign country without prior written approval of Genesis Aero.

14) Prohibited Activities Utilizing Genesis Aero Aircraft:

- a) Any commercial activity that is not conducted by a Genesis Aero 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 contiguous United States.
- c) Flights into primary Class B airports.



By signing below, I certify that I have read and understand the foregoing Genesis Aero Procedures for Student Pilots, Genesis Aero Safety Procedures and Rules for all Pilots & Genesis Aero Flight Operating Procedures for all Pilots. By signing below, I agree to abide by the rules, safety procedures and practices set out in the document and any subsequent amendment to it.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## **Genesis Aero Aircraft Rental Agreement**

This AIRCRAFT RENTAL AGREEMENT (the Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Genesis Flight Academy, LLC DBA Genesis Aero (Genesis), and \_\_\_\_\_ ("Renter"). In consideration of the covenants contained herein, and the rental of any and all aircraft (herein called "Aircraft") to Renter from time to time by Genesis and for other good and valuable consideration, the parties agree as follows:

1. **RENTAL FEE:** Renter shall pay from time to time a rental fee for Renter's use of the Aircraft in accordance Genesis Aero's prevailing prices and policies. Unless otherwise agreed from time to time at the discretion of Genesis, such rental fee shall be due and payable immediately following the Rental Period ("RP"), as herein defined. Renter hereby agrees and acknowledges that Renter is responsible for the care and safe keeping of the Aircraft at all times during the RP. In the event that payment is made by check, which is returned NSF or for any other reason, Renter shall pay Genesis a return check fee of \$40.00. If after 60 days of nonpayment, Renter's account will be turned over to collections agency or/or our attorney. All sums becoming due and payable pursuant to this agreement shall be payable in Georgetown, Williamson County, Texas.
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.
3. **CERTIFICATES:** Renter represents that Renter holds 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 student pilot certificate and current medical certificate. For the purpose of Aircraft rental for any RP, the validity and currency of such certificate shall be based upon review of credentials presented by Renter to Genesis. Genesis may at any time at its sole discretion deny rental of Aircraft to any Renter 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 agrees that prior to Renter's first rental of any aircraft M&M within the terms of this Agreement, Renter must demonstrate proficiency in same aircraft M&M satisfactory to a Genesis Flight Instructor, at his sole discretion. Renter further agrees that if Renter has not flown an aircraft of the same M&M within the previous 60 days from said demonstration of proficiency, Genesis may require renter to again demonstrate proficiency in aircraft M&M satisfactorily to a Genesis 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 safe flight and 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 GENESIS PROCEDURES: Renter represents and warrants that Renter has read and understands the Genesis Instruction Procedures relating to Rental of Aircraft and as set forth in the Operation Manual and is familiar with the contents thereof. Genesis 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 Genesis 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 and hereby agrees that the Aircraft is in acceptable mechanical condition.

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 Genesis procedures.

14. CONDITION OF AIRCRAFT: RENTER ACKNOWLEDGES THAT GENESIS IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT GENESIS DOES NOT MAKE ANY 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 any rights granted to Renter pursuant to this Agreement.

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





17. INDEMNITY-FORCE MAJEURE: Renter shall and does release, indemnify, and hold Genesis, its officers, and employees and instructors harmless of and from and against any and all causes of action, liabilities, damages of whatsoever nature or type, business interruptions, delays, losses, and claims, judgments of any kind whatsoever, including all costs, attorney's fees, court costs and expenses incidental thereto, which may be suffered by, or charged to Genesis by reason of any loss of or damage to any property or aircraft, or injury to, or death of a person, arising out of or by reason 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. Genesis 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 Genesis' control.

18. THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Renter identified above, and, if applicable, his/her guests, invitees, heirs and assigns, and parents/guardians identified above, in favor of Genesis Aero. WHEREAS, we, the undersigned, have been made aware and understand that participation in any part of the Genesis Aero 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 Aero. Accidents caused by a variety of human factors, medical conditions of the participant and/or Genesis Aero 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 Aero 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 covenants and conditions contained in this Release and the use of Genesis aircraft, instructors and property, 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 or may have against Genesis Aero and its shareholders, officers, directors, employees, instructors 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 or 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 Aero, 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 Aero 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 have or 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 agree not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action at law for any damages, relief, or compensation, which I have or 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 Aero 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 in whole or in part for any reason, 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 for any reason, 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 Genesis in the same condition as when received, excepting reasonable wear and tear. Renter shall pay Genesis for the first \$5000.00 of damage sustained by the Aircraft during the RP if an insurance claim is required to repair damages. Renter shall be liable to Genesis 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 contact with other stationary aircraft or contact with ground objects or excessive breaking causing damage to tires or other components.

20. **RENTAL INSURANCE DISCLOSURE NOTIFICATION:** Genesis Aero carries liability property damage insurance which only insures the interests of Genesis Aero. That insurance provides the insurance company with a right of subrogation against the Renters for damages and liability claims made against Genesis Aero and its aircraft resulting from the negligence of undersigned Renter. Renter is advised to carry non-owned renter coverage in an amount equal to the value of the aircraft being rented and liability insurance in such amounts as deemed advisable to the undersigned.

22. **EMERGENCY REPAIRS:** Emergency repairs shall be defined as repairs to the Aircraft which, due to statue, 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 Genesis for instructions; (b) If no contact can be made and repair can be affected for Two Hundred Fifty Dollars (\$250.00) or less, Renter may authorize and make payment for the repairs, for which Renter shall be reimbursed by Genesis. Under no circumstances shall Renter authorize repairs to the Aircraft unless no contact with Genesis can be affected and the repairs can be made for Two Hundred Fifty Dollars (\$250.00) 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. Renter shall take such action as reasonably necessary and prudent to secure the aircraft while it is awaiting repairs.

23. **DEFAULT:** Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations pursuant to this agreement, Genesis, 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 Genesis of either or both of the rights specified above shall not prejudice Genesis' 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 GA and shall not be responsible for the acts or omissions of Renter, its agents, or servants.
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 Genesis' 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 Genesis and concludes with the return by the Renter of the keys of the Aircraft to Genesis 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 3 hours minimum  
Friday - Sunday 4 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 Aero Representative

\_\_\_\_\_  
Date