

MISSION AVIATION LLC

CUSTOMER AGREEMENT FOR STUDENT AND LICENSED PILOTS

This agreement is entered into by the Pilot or Student Pilot and Mission Aviation LLC (Mission). This agreement is required of all student pilots and renter pilots, prior to use of aircraft owned or leased by Mission Aviation LLC.

Pilot Qualifications

Except for those individuals currently enrolled in Mission Aviation training program and without a current pilot certificate, all pilots must meet the following minimum qualifications pertaining to each type of aircraft to be used by that pilot. Mission Aviation students without a current pilot certificate are subject to additional requirements.

- A. For all aircraft, the pilot must have:
 - 1. Current Pilot Certificate.
 - 2. Current Medical Certificate.
 - 3. Current Biennial Flight Review.
 - 4. Satisfactory completion of an aircraft flight check with Mission Aviation instructor for the aircraft to be flown.
 - 5. Unless the pilot has flown a Mission Aviation aircraft, the same type of aircraft as the rented aircraft within 90 days of the scheduled flight date, the pilot shall have a checkout with a Mission Aviation instructor for that type of aircraft.

- B. All pilots must meet minimum flight time requirements for specific aircraft as dictated by Mission Aviation's insurance carrier.

Damage to Aircraft and Insurance Coverage

The pilot shall be solely responsible and shall indemnify and hold Mission Aviation harmless for payment of any and all costs, repairs and liabilities that arise as a result of pilot error or negligence. The pilot's flying privileges shall be suspended at Mission Aviation as long as any costs, repairs and liabilities payable by the pilot are due and unpaid.

Mission Aviation LLC **requires** that you purchase renter's insurance. Mission Aviation's aircraft insurance covers damage to the aircraft less the insurance deductible. If the aircraft incurs damage while under your control, you will be financially responsible to pay Mission Aviation LLC for the cost of repairs, the cost of replacement, or to cover the amount of Mission Aviation's insurance deductible. This includes damage caused

either through pilot error/negligence or while the aircraft is on the ground, whether parked, taxiing or being fueled. This includes, but is not limited to, weather related damage while the aircraft is under the pilot's control and/or supervision. If damage to the aircraft is a result of the pilot's negligence, Mission Aviation's insurance carrier may hold the pilot financially responsible for all damages and take action to collect from the pilot.

Scheduling Reservations and Cancellations

The pilot is required to notify Mission Aviation of a cancellation or change in scheduling of aircraft and/or instructor 24 hours prior to the scheduled time of use. Reservations shall expire thirty (30) minutes after the time indicated on Mission Aviation's schedule log, and that aircraft and/or instructor shall become available and re-dispatched as needed.

Failure to cancel a reservation at least 24 hours prior to the scheduled time of use (as indicated on Mission Aviation's schedule log) and all "No Shows" shall result in the pilot being assessed an amount equal to one-hour ground school for the first "No Show" or "Late Cancellation." Subsequent "No Shows" or "Late Cancellations" will result in an assessment of the full charge of the scheduled lesson, including aircraft rental.

Aircraft Rates and Other Charges

The pilot agrees to pay the APPLICABLE RATE for all aircraft according to this agreement. Aircraft rates are posted in the office of Mission Aviation and are subject to change without notice. **Any and all of the charges and fees due under this contract are due and payable at time of service.** The pilot authorizes Mission Aviation to deduct any and all charges and fees due by the pilot from any account the pilot maintains at Mission Aviation. The pilot agrees to return the aircraft at the agreed place and scheduled time, and in the same condition as when received by the pilot.

Refunds/Inactive Accounts

The pilot may request a refund for unused funds on account. The funds will be reimbursed within thirty (30) days of the request. Refunds on account will not include block payment discounts. Mission Aviation will close all pilot and/or student accounts that are inactive more than 18 consecutive months, and the funds held in such accounts shall be forfeited and paid to Mission Aviation.

Past Due Accounts

Subject to the other terms and conditions contained in this agreement, no aircraft, training or other services will be provided to the pilot unless the pilot's account with Mission Aviation is paid in full at all times. Pilot accounts that are unpaid in full more than thirty (30) days after any amount becomes due will result in the account

being turned over to a collection service. All accounts more than thirty (30) days past due will be charged interest on the unpaid balance at the rate of 18% per year. The pilot will be liable for any expense Mission Aviation incurs, including attorney fees, court costs or collection fees necessary to collect past due accounts.

Scheduled Overnight Flights and Per Day Charges

Unless Mission Aviation gives permission, all aircraft must be returned to Laurel Municipal Airport or airport of departure the same day as scheduled. The pilot will be billed a minimum of four (4) hours of flight time for each day any Mission Aviation aircraft is scheduled for the entire day (8 hours or more).

Unscheduled Overnight Flights and Delays

The pilot agrees not to hold Mission Aviation responsible for any direct and consequential losses from any unscheduled overnight flights or delays caused by the pilot's negligence, mechanical or electrical difficulty or failures, or weather conditions. If the pilot does not return the aircraft to Laurel Municipal Airport or airport of departure at the scheduled arrival date and time, the pilot shall be responsible for all costs and expenses incurred to retrieve the aircraft and return it to Laurel Municipal Airport or airport of departure. The pilot shall also be solely responsible for payment of his or her transportation costs back to Laurel Municipal Airport or airport of departure. The pilot shall notify Mission Aviation as soon as reasonably practicable of any unscheduled overnight flights or delays in returning the aircraft to Laurel Municipal Airport or airport of departure at the scheduled date and time.

Appropriate Landing Area and Mountain Flying

The pilot is not permitted to take any Mission Aviation aircraft into an unapproved runway, grass strip, dirt road, off field landing or low-level mountain flying without specific written authorization by Mission Aviation management. At Mission Aviation's discretion, low level mountain flying may be permitted, based on the pilot's mountain training and experience.

Aircraft Repairs

The pilot is not permitted to tamper with or attempt to repair any mechanical or electrical part of the aircraft or its accessories. In the event a mechanical or electrical malfunction occurs, Mission Aviation must be notified immediately for instructions as to what to do. If any repair to the aircraft is required, authorization must first be received from Mission Aviation management. The pilot shall be responsible for payment of all unauthorized repairs or alterations to the aircraft.

Tie-down, Hangar and Landing Fees Away from Laurel Municipal Airport

The pilot shall be solely responsible for payment of any and all tie down fees, overnight hangar fees, landing fees, overnight parking fees and other charges incurred at any airport other than Laurel Municipal Airport during the time the pilot has the aircraft. The pilot shall be solely responsible for such fees incurred during unscheduled overnight flights and delays as noted above. The pilot agrees to reimburse Mission Aviation for any fees and charges paid by Mission Aviation for the pilot as noted in this paragraph.

Fuel Charges

Mission Aviation will reimburse the pilot up to Mission Aviation's cost for aircraft fuel not purchased at Laurel Municipal Airport when the pilot presents a written fuel receipt showing the aircraft "N" number, the number of gallons purchased, and the amount paid for the fuel. The pilot is NOT authorized to charge fuel or any other services to Mission Aviation at other airports, FBO's or locations. Any charges to Mission Aviation not previously authorized will be the responsibility of the renter pilot.

Miscellaneous Charges

The pilot or soloing student will be charged \$50.00 if the aircraft "master switch" is left on and results in required aircraft maintenance. There will be up to a \$50.00 charge for any after-hour call-outs that require a Mission Aviation employee to return to the airport to assist a renter or student.

Alcohol and Drugs

Under no circumstances will open containers of alcoholic beverages or illegal drugs be allowed on Mission Aviation aircrafts. Mission Aviation will strictly enforce FAR para 91.17 and 91.19 rules on the use and carriage of alcohol and drugs. Any pilot/student found violating these rules will permanently lose all flying privileges at Mission Aviation.

Flying Outside the United States

The pilot is not permitted to fly Mission Aviation aircraft outside United States airspace at any time.

Miscellaneous Terms and Conditions

1. This agreement supersedes any previous written or verbal agreements with Mission Aviation.

2. Subject to the terms and conditions in this agreement, either the pilot or student may terminate this agreement by giving written notice of that intent to the other party.
3. The pilot shall immediately notify Mission Aviation of any fact that may disqualify the pilot from meeting any of the minimum pilot qualifications noted above.
4. Mission Aviation reserves the right to refuse aircraft, flight instruction or any other service to anyone.
5. Mission Aviation reserves the right to suspend any flying privilege the pilot has at Mission Aviation for conduct determined to be unsatisfactory by Mission Aviation management.
6. The terms, conditions, rights and obligations contained in this agreement shall be interpreted according to the laws of the State of Montana, USA, and any dispute about those terms, conditions, rights and obligations shall be resolved in a forum in Yellowstone County, Montana, USA.
7. This agreement shall be binding on all passengers, heirs, executors, guardians, conservators, representatives, agents, successors, assigns and other representatives of the pilot.

Indemnification of Mission Aviation

Pilot agrees to indemnify Mission Aviation against all losses, including costs and expenses, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with the possession, use or operation of the aircraft by pilot during the term of this lease. Pilot shall maintain in full force and effect, and at his own expense, passenger liability, public liability, property damage, baggage and cargo insurance in such form, for such amounts, and with such insurers as shall be satisfactory to Mission Aviation, insuring Mission Aviation and pilot as their interests may appear against claims for death of, or injury to, persons or loss of or damage to property in connection with the possession, use or operation of the aircraft by pilot.

CUSTOMER AGREEMENT
FOR STUDENT AND LICENSED PILOTS
(Mission Aviation LLC File Copy)

I have carefully read and agree with and thoroughly understand all of the terms and conditions of this agreement.

Pilot's Signature

Date

Pilot's Printed Name

Address Information

Phone Number

Cell Number

Signature - Parent or Guardian for
Pilots Under 18 years of Age

Print Name

Name of Emergency Contact

Emergency Phone Number

Mission Aviation LLC Representative