

# AIRCRAFT DRY LEASE & RENTAL AGREEMENT

*(Washington State – Part 91 Dry Lease)*

**Aircraft:** Cessna 172

**Registration:** N7331A

**Owner:** Aviation 98374 LLC, a Washington limited liability company

**Base Airport:** KPLU

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## 1. DEFINITIONS

“Owner” means Aviation 98374 LLC.

“Aircraft” means the Cessna 172 identified above, including all installed avionics, equipment, and onboard documents.

“Renter” means the individual executing this Agreement.

“Approved Pilot” means a pilot who (i) meets Owner’s requirements, (ii) is listed on file with Owner, (iii) meets all requirements of Owner’s aircraft insurance policy, (iv) is permitted to act as pilot in command, and (v) continues to meet such requirements at the time of each flight.

“Approved CFI” means an FAA-certificated flight instructor with a current CFI Access Agreement on file with Owner.

“Rental Period” means the period from release of the Aircraft to Renter until the Aircraft is Returned.

“Returned / Return” means the Aircraft is back at Owner’s designated hangar or tie-down, secured per SOP, reasonably clean, refueled as required by Owner SOPs, squawks logged, and ready for the next renter.

“Hobbs Time” means Aircraft Hobbs meter time.

“Recorded Time” means Stratus or other Owner-approved objective flight data when Hobbs is inoperative.

“Daily Rental” means any rental exceeding four (4) hours in a calendar day or involving overnight possession.

“Incident” includes any accident, damage, hard landing, propeller strike or suspected propeller strike, tail strike, ground strike, runway excursion, exceedance, or abnormal event affecting airworthiness.

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## **2. OPERATIONAL CONTROL**

### **2.1 Operational Control**

Renter has exclusive operational control of the Aircraft during the Rental Period and is solely responsible for initiating, conducting, and terminating each flight, including flight planning, weight and balance, fuel planning, weather evaluation, route selection, passenger decisions, and compliance with all laws and FAA regulations.

### **2.2 No Crew or Dispatch Provided**

Owner does not provide pilots, crew, dispatch, or operational services and does not exercise control over flight operations, instruction, dispatch, or pilot decision-making. This Agreement is a dry lease only.

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## **3. NO FLIGHT TRAINING PROVIDED BY OWNER**

Owner is not a certificated pilot school and does not provide flight training. Any flight instruction is arranged and paid for separately by Renter directly with an independent Approved CFI.

Owner does not collect, process, set, or manage instructional fees. Instructional compensation is a private transaction solely between Renter and Approved CFI.

Owner requirements regarding checkouts, endorsements, minimums, insurance, scheduling, and Aircraft care are administrative and safety-based access conditions only and do not constitute flight instruction or flight authorization.

Nothing in this Agreement shall be construed as providing air transportation, pilot services, or instructional services by Owner. This is a private aircraft lease, not a consumer transportation service.

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## **4. CFI ACCESS; STUDENT SOLO AUTHORIZATION**

### **4.1 CFI Access Agreement Required**

No CFI may instruct in or operate the Aircraft unless a current CFI Access Agreement is on file with Owner.

### **4.2 Student Pilot Solo Authorization**

Student solo operation is permitted only when all FAA-required endorsements are current and the student has received explicit authorization for the specific solo flight from an Approved CFI. Students are subject to all limitations imposed by the approving CFI and Owner SOPs. Owner's review of endorsements is administrative only.

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## **5. PILOT ELIGIBILITY, DISCLOSURES, AND COMPLIANCE**

### **5.1 Disclosures**

Renter shall disclose all prior accidents, incidents, insurance claims, FAA enforcement actions, certificate suspensions or revocations, or pending investigations. Renter must notify Owner in writing within five (5) days of any new event. Any misrepresentation is a material breach.

### **5.2 Qualifications & Ratings**

Renter shall act as PIC only when properly certificated, rated, endorsed, and current for the Aircraft and the intended operation (VFR, IFR, night, etc.).

### **5.3 Regulatory Compliance**

Renter shall comply with all FAA regulations, POH/AFM limitations, checklists, placards, and Owner SOPs.

### **5.4 Preflight & Airworthiness**

Renter shall conduct a proper preflight inspection and shall not operate the Aircraft if not airworthy.

### **5.5 Weight & Balance**

All operations must remain within approved weight, balance, and CG limits.

### **5.6 Night Operations**

Night rental requires a night checkout endorsement in this Aircraft from an Approved CFI and compliance with Owner minimums.

### **5.7 Prohibited Uses**

The following are strictly prohibited:

- Carriage of persons or property for compensation or hire
- Any commercial use or holding out
- Subleasing, lending, or permitting use by non-Approved Pilots
- Allowing any passenger or unauthorized person to manipulate the flight controls
- Smoking or vaping in or near the Aircraft
- Intentional spins unless expressly approved in writing and permitted by Owner's insurance policy
- Operations on grass, unpaved, or unapproved surfaces without written approval
- Intentional low-altitude operations except during takeoff and landing

## **5.8 Flight Checkout**

Before a Renter's initial rental of the Aircraft, the Renter must successfully complete an evaluation with an Approved CFI, consisting of both a ground review and a flight checkout in the Aircraft.

## **5.9 Currency**

To maintain Approved Pilot status, the Renter must log time in the Aircraft as pilot-in-command within every ninety (90) day period. If more than ninety (90) days elapse without the Renter operating the Aircraft, a new checkout flight with an Approved CFI will be required before the Renter is authorized to rent the Aircraft again.

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# **6. RENTAL FEES, SCHEDULING, TIMEKEEPING, AND RETURN**

## **6.1 Rates**

Charges are based on Owner's current hourly rate sheet.

## **6.2 Dry Lease – Fuel and Oil**

This is a dry lease. Fuel, oil, and additives are the responsibility of Renter.

## **6.3 Scheduling Systems**

Any scheduling, dispatch, or logging systems are provided for convenience only. Owner is not responsible for outages, conflicts, or data errors.

## **6.4 Timekeeping**

Hobbs Time shall be used when operational. If Hobbs is inoperative, Recorded Time shall apply. Renter shall not disable, tamper with, or interfere with any Aircraft recording or tracking equipment.

## **6.5 Payment**

Payment is due immediately upon Return unless invoicing is pre-approved.

## **6.6 Payment Authorization**

Renter authorizes Owner to charge any payment method on file for rental charges, no-show fees, cleaning fees, damage, loss-of-use, or other amounts due.

## **6.7 Daily Minimum**

Daily Rentals are subject to a three (3.0) hour minimum per calendar day unless waived in writing.

## **6.8 Overnight Use**

Overnight possession requires specific written approval and may be subject to additional restrictions.

## **6.9 No-Shows and Late Cancellations**

Failure to cancel at least twenty-four (24) hours in advance or failure to appear (“no-show”) may result in a \$100 fee or a charge equal to the applicable daily minimum, at Owner’s discretion. Repeated non-safety cancellations may result in suspension or termination of privileges. No-show and cancellation fees shall not apply where cancellation is due to bona fide weather, maintenance, or safety concerns.

## **6.10 Incidental Fees**

Renter is responsible for all landing fees, ramp fees, parking, tie-down, and off-base hangar costs.

## **6.11 Return Condition**

Return means the Aircraft is back at base, secured per SOP, reasonably clean, refueled as required by Owner SOPs, and ready for the next renter. All rentals are round-trip unless agreed otherwise.

## **6.12 Late Returns**

Repeated late returns may result in fees or loss of privileges. Safety of flight always takes priority.

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# **7. MAINTENANCE, DAMAGE, GROUND HANDLING, AND INCIDENTS**

## **7.1 Reporting**

All squawks, damage, hard landings, propeller strikes or suspected strikes, or Incidents must be reported immediately. Any propeller strike, suspected propeller strike, tail strike, or hard landing requires immediate grounding until released by maintenance.

## **7.2 Ground Handling**

Renter shall comply with Owner SOPs regarding ground handling, including tow bar use, parking brake usage, tie-down procedures, control locks, and cowl or pitot covers. Damage resulting from improper ground handling is the responsibility of Renter.

### **7.3 Cleaning and Biohazards**

Renter shall return the Aircraft in reasonably clean condition. Biohazard contamination, including but not limited to vomit or bodily fluids, may result in a \$200 cleaning fee plus loss-of-use charges.

### **7.4 Off-Base Issues**

Repairs require Owner authorization. Renter bears personal lodging and transportation costs.

### **7.5 Abandonment / Retrieval**

Unauthorized off-base abandonment may result in retrieval costs plus \$100 per hour. Fees may be waived when safety-required at Owner's discretion.

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## **8. INSURANCE, LIABILITY, AND INDEMNIFICATION**

### **8.1 Owner Insurance**

Owner may maintain hull and liability insurance for Owner's benefit only.

### **8.2 Insurance Supremacy**

In the event of any conflict between this Agreement and Owner's aircraft insurance policy requirements, the insurance policy shall control.

### **8.3 Renter Insurance**

Renter shall maintain non-owned aircraft liability insurance of not less than \$1,000,000 CSL with \$100,000 per passenger, or equivalent, and provide proof upon request.

### **8.4 Deductible**

Renter is responsible for the full deductible applicable to each occurrence.

### **8.5 Damage & Loss-of-Use**

Renter is responsible for all repair costs, diminution in value, and loss-of-use calculated based on the Aircraft's average utilization over the preceding ninety (90) days multiplied by the published hourly rate.

### **8.6 Subrogation**

Owner's insurer may pursue recovery against Renter. Renter waives any defense based on Owner's election to submit or not submit a claim.

## **8.7 Indemnification**

Renter shall defend, indemnify, and hold Owner harmless from third-party claims arising from Renter's operation, except for Owner's gross negligence or willful misconduct.

## **8.8 Insurance Compliance**

Failure to comply with insurance requirements shall constitute a material breach of this Agreement.

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## **9. ASSUMPTION OF RISK AND RELEASE**

RENTER ACKNOWLEDGES THAT AVIATION ACTIVITIES INVOLVE INHERENT RISKS, INCLUDING SERIOUS INJURY OR DEATH.

To the fullest extent permitted by Washington law, Renter releases Owner from all claims arising from use of the Aircraft, except for Owner's gross negligence or willful misconduct.

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## **10. TERMINATION AND SUSPENSION**

Owner may suspend or terminate access at any time for safety, insurance, or compliance reasons. Outstanding balances become immediately due.

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## **11. FORCE MAJEURE / UNAVAILABILITY**

Owner is not liable for unavailability due to weather, maintenance, regulatory action, or safety concerns.

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## **12. NO WARRANTIES**

Aircraft is provided AS IS. Owner warrants only that the Aircraft is maintained in accordance with FAA requirements.

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## **13. NO AGENCY OR EMPLOYMENT**

Nothing herein creates an employment, agency, partnership, or joint venture relationship.

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## 14. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Washington. Venue lies exclusively in the courts of Pierce County, Washington.

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## 15. ATTORNEYS' FEES

The prevailing party is entitled to reasonable attorneys' fees and costs.

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## 16. ENTIRE AGREEMENT; ELECTRONIC SIGNATURES

This is the entire agreement. Amendments must be in writing. Electronic signatures are binding.

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## 17. ACKNOWLEDGMENT

RENTER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND ASSUMPTION OF RISK, THAT RENTER HAS HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK INDEPENDENT LEGAL ADVICE, AND THAT RENTER HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT BEFORE SIGNING.

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

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

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