



PARAGON AIR ADVENTURES, LLC

In the Arlin's Aircraft Service Building

34 GALLATIN FIELD • BELGRADE MONTANA 59714
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Training & Sole PIC AIRCRAFT RENTAL AGREEMENT

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The undersigned becomes a "RENTER" of the aircraft operated by PARAGON AIR ADVENTURES, LLC (hereinafter referred to as "COMPANY"). The RENTER is allowed to use the aircraft under the terms and conditions herein set forth. COMPANY retains total control over this agreement and may change the procedures set forth herein at any time, verbally or written. COMPANY may, at its discretion, refuse to provide aircraft to RENTER.

1. RENTER is Pilot-In-Command of the aircraft. If RENTER is unable to act as PIC, s/he must be accompanied by a COMPANY assigned PIC. No other persons will use, command, or operate the aircraft. _____

2. RENTER acting as sole PIC will have a valid pilot certificate, medical certificate, current Flight Review (or appropriate flight check as per 14 CFR 61.56), photo ID, and be properly endorsed and current in the particular class of aircraft for the type of operation intended. **Standard aircraft checkouts are for Day VFR operations. Customers may be asked to validate currency before company releases aircraft for Night or IFR operations.** _____

3. Pilot-In-Command, is responsible for ensuring that the aircraft is airworthy prior to flight. Airframe and Powerplant logbooks are stored in COMPANY facility and are available upon request. _____

4. COMPANY does not issue refunds, discounts, or credit, for flights terminated due to equipment malfunctions. _____

5. If RENTER is unable to return the aircraft at the scheduled time, s/he will notify the COMPANY immediately and will continue to report the status at least daily until the aircraft is returned to COMPANY. _____

6. The RENTER will properly secure aircraft at the conclusion of each flight. _____

7. RENTER will return equipment in the same good mechanical and physical condition as it was received. Ordinary wear and tear is expected, and excludes flat-spotting tires and batteries drained due to master switch left on. If the aircraft is returned dirty, RENTER will be charged for cleaning. _____

8. RENTER will not tamper with, molest or attempt to repair any part of the aircraft or its accessories. This includes removal of seats or other equipment or installation of RENTER's own devices. _____

9. If maintenance is required while away from Bozeman, RENTER will call COMPANY or *Arlin's Aircraft Service, Inc.* collect using the numbers provided in aircraft rental logs, and obtain an authorization to have such work done. If work is done on an aircraft without first obtaining an authorization from either of the above mentioned businesses, RENTER may be required to pay for and be responsible for such work. COMPANY will not reimburse the RENTER for overtime charges, call-out fees, or other after hours charges made by the maintenance facility. Expenses incurred by the RENTER as a result of a mechanical delay such as rental cars, hotel rooms, meals airline fares, etc. will not be reimbursed. _____

10. RENTER agrees that the aircraft will not be used:
a) Outside the limits of the contiguous United States without written permission from COMPANY.
b) To carry passengers or property for a consideration.
c) To give flight instruction.
d) At any time within **12 hours** after using any drug or intoxicating liquor. _____

11. Other than for emergencies, RENTER will land only on the established airports in the current Airport/Facility Directory, or other airports approved in writing by COMPANY and so noted at the bottom of this Agreement. _____





12. INSURANCE: A copy of COMPANY's policy is available upon request. A commercial-use insurance policy is designed to protect the COMPANY, not RENTER. You can be held liable for injuries to passengers, damage to property, and even damage to the aircraft itself. If you damage the aircraft and the COMPANY turns in a claim for damage beyond its deductible to its insurance company, the insurance company **may** take action against you to collect the amount it paid to the COMPANY.

Our insurance policy provides COMPANY the following coverage when aircraft is used by RENTER:

- a) LIABILITY INSURANCE: \$100,000 per occurrence bodily injury; \$100,000 per passenger property damage.
- b) HULL INSURANCE: RENTER is responsible for any deductible if an accident or incident occurs while the aircraft is under their care.

| | |
|----------------------------|--|
| Aircraft Group 1 | |
| \$ _____ .00 Not in motion | |
| \$ _____ .00 In motion | |
| Aircraft Group 2 | |
| \$ _____ .00 Not in motion | |
| \$ _____ .00 In motion | |

RENTER understands that insurance company retains right of subrogation for any claims paid for the benefit of the COMPANY (see note on page 3), and s/he may be personally responsible for damages that occur during the rental period including loss of use and all other expenses or fees incurred by COMPANY related to the loss. **RENTER is advised to obtain such personal liability and Renter's insurance as s/he may deem appropriate.**

13. RENTER will report any aircraft damage, accident or incident to the COMPANY as soon as possible and cooperate fully with the COMPANY in all matters connected with the investigation and defense of any claim or suit and will comply with all provisions of the insurance contract relating to such matters.

14. RENTER indemnifies the COMPANY against all claims, actions or proceedings subsequent to and as a consequence of RENTER's operation or use of COMPANY's aircraft, in particular, all claims, actions or proceedings brought by RENTER's passengers, invitees, guests, or other accompanying RENTER in COMPANY's aircraft, made as a result of RENTER's operation or use of COMPANY's aircraft.

15. RENTER releases PARAGON AIR ADVENTURES, LLC, its owners, officers, instructors and employees from any and all responsibility or liability of any nature whatsoever for loss or damage to property or for personal injuries which may be sustained during RENTER's participation in any flight activity conducted by PARAGON AIR ADVENTURES, LLC. **RENTER understands and agrees that participation in flying can involve risk and acknowledges that RENTER is willing to accept such risk.**

16. RENTER expressly acknowledges personal liability to pay COMPANY on demand:

- a) Service and rental charges computed at the applicable rate until the aircraft is returned to its appropriate location. When away from BZN, tiedown fees, hangar, preheat, landing fees, etc. are at RENTER's expense.
- b) Any damage to or destruction of aircraft or associated equipment occurring while in RENTER custody, caused by RENTER's action, failure to act, or neglect. Also, any damage to or destruction of aircraft associated equipment caused by RENTER's guests, passengers, invitees or other accompanying RENTER.
- c) The amount of any charges assessed against the aircraft, pilot, COMPANY or Owner arising directly or indirectly from the use or possession of the aircraft.
- d) All costs and reasonable attorney's fees incurred by the COMPANY in the event suit or suits by the COMPANY to recover possession of aircraft or to enforce any of the terms, covenants and conditions hereof, or to collect any sums of money, damages or costs from the RENTER including partial flights.
- e) All expenses incurred by the COMPANY to return the aircraft to its home base.

17. RENTER, by affixing his/her signature hereon does agree to comply with COMPANY *Rental Agreement, Policies and Safety Procedures*, and all Federal, State, Local, Insurance regulations, laws and policies applicable to where the aircraft is flown. Failure to comply will result in immediate cancellation of rental privileges.

RENTER acknowledges that although this agreement has been prepared by COMPANY on a printed form, RENTER has had the right to negotiate and discuss each and every term of the Agreement, and to make such changes in the printed provisions above as RENTER has deemed to be appropriate.

COMPANY POLICIES AND SAFETY PROCEDURES

Attachment to Paragon Air Adventures LLC Rental Agreement 020.0507

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Customers are to read and adhere to the following policies and procedures. These, plus responsibilities outlined in the *Rental Agreement*, are for your safety and are in the interest of good operating practice. Any departure from these procedures could be grounds for termination of rental privileges and/or training contracts.

PARAGON AIR ADVENTURES, LLC may be contacted via radio on *Arlin's Aircraft Services*' frequency of 123.5 MHz., by telephone at (406) 388-4158, after hours at (406) 388-4348, or via e-mail: takeoff@ParagonAir.com.

SCHEDULING www.ParagonAir.com/Vgo/

Office hours for PARAGON AIR ADVENTURES, LLC are 0800 to 1730 Monday through Friday; 1030 to 1600 Saturday. *Arlin's Aircraft Service, Inc.* business hours are 0700 to 1900 Sunday through Saturday. Special arrangements are necessary for flights at other times. There may be a nominal charge if personnel are required to be available for after-hours departures and/or arrivals. On-Demand rental of aircraft during winter months may incur preheat or hangar charge.

The time the aircraft is scheduled should be the time you take possession of the aircraft. Aircraft should not be scheduled during periods of pre-flight or post-flight briefings or preparations. _____

CANCELLATIONS

Inform PARAGON AIR as early as possible if you cannot keep an appointment. Your reservation is considered cancelled if you do not arrive within 1/2 hour after your scheduled time. A cancellation or no-show charge may apply. Call PARAGON AIR or your CFI if the weather is in any way questionable. _____

SERVICING

OIL: Oil type and change information is located in the aircraft and with the aircraft rental logs. To add oil at BZN, obtain from PARAGON office. If closed, obtain from *Arlin's Aircraft Service, Inc.* line personnel. If you anticipate needing oil while away from BZN obtain from PARAGON before departure. PARAGON will give full credit for appropriate oil purchases against rental fees. Contact COMPANY for approval should an oil change be required while away from BZN.

FUEL: RENTER will ensure the aircraft is fueled for the anticipated duration of the flight (including flight to alternate, the approach at the alternate, plus the missed approach at the alternate airport, if appropriate), plus one (1) hour of fuel reserve at 75% cruise power.

If you fuel away from base, PARAGON will give full fuel credit against rental fees. _____

| WEATHER AND WIND LIMITS | | | |
|--|-------------------|----------------------|--------------------------------------|
| PILOT LEVEL | VISIBILITY | CEILING (AGL) | WINDS (KTS) |
| VFR PRIVATE PILOTS | minimum 5 sm | min. 1,500' | max. 25 kts max. crosswind 15 kts |
| COMMERCIAL PILOTS & DUAL with company CFI | Basic VFR | Basic VFR | max. 30 kts max. crosswind 15 kts |



CURRENCY AND PROFICIENCY

CHECKOUTS: Basic aircraft checkouts are conducted in Day VFR conditions. RENTER may be required to validate proficiency and currency before Night or IFR flight.

In order to assure continued safe operations, and to address changes of procedures or airspace, RENTER must fly with COMPANY CFI every two years to keep rental privileges in effect.

PROFICIENCY: If Night recurrency is necessary and will be accomplished in COMPANY aircraft, landings will be conducted at Gallatin Field before aircraft will be dispatched for Night cross country flights.

OPERATIONS

1. RENTER pilots will check the aircraft maintenance discrepancy logs (“squawk sheet”) before each flight. Inoperative equipment may be addressed in accordance with FAR 91.213(d)(3). RENTER will report all maintenance discrepancies to COMPANY.

2. RENTER will not hand prop an aircraft unless under direct supervision of a COMPANY CFI or A&P mechanic.

3. Fire extinguishers are located in fuel trucks, in the hanger, and in some COMPANY aircraft.

4. PARAGON AIR ADVENTURES, LLC does not permit smoking in any of its rental aircraft.

5. **FLIGHT PLANS:** RENTER shall file a flight plan with the COMPANY for any flight involving landings at any place other than BZN, or when venturing farther than 50 nm from BZN. COMPANY will be advised of routes and destinations. **All passenger names and emergency contact information must be left with COMPANY’s dispatcher, or in the Remarks section while scheduling on-line.**

FAA Flight Plans are required for all cross country flights conducted after COMPANY hours and for all cross country flights during night time.

RENTER returning aircraft from cross country flight after COMPANY hours will advise COMPANY of arrival by telephone at one of the above numbers.

6. RENTER will comply with 14 CFR 91.119—*Minimum safe altitudes*. Minimum altitude for **stall recovery** is 1,500’ AGL. For **simulated forced landings** aircraft shall not descend lower than 500’ AGL if a landing is not made, unless a COMPANY CFI is on board in a seat which allows the CFI access to the flight controls. No power-off emergencies will be simulated unless the engine is cleared once each minute and the temperature is above 20 degrees F.

Spin demonstrations and practice will be initiated at not less than 5,000’ AGL and be completed by 3,000’ AGL. Only aircraft approved for spins will be used for spins, then, only after receiving proper instruction from a COMPANY CFI and with COMPANY’S knowledge and approval.

7. Except for the purpose of takeoff and landing, no night operations in Class G (a.k.a. “uncontrolled”) airspace without prior COMPANY permission.



STUDENT PILOTS

1. Students will call out appropriate clearing procedures preceding the execution of all turns and maneuvers to instill and sustain the habit of vigilance, for example, "CLEAR RIGHT."
2. The first and second solo flight lesson is under the direct supervision and observation of a flight instructor. Additional "supervised" solo may be required based on student progress.
3. After student's second "supervised" solo flight lesson, anticipate a dual flight lesson to the Practice Area before being approved for solo privileges to the North or Southwest Practice Areas.
4. No student solo flight will be made without being dispatched by a COMPANY CFI by phone or in person.
5. Students who have not flown within the past two (2) weeks must complete a dual check flight by a COMPANY CFI before further solo will be approved.
6. THERE WILL BE NO:
 - Solo hood practice.
 - Solo spin practice.
 - Solo flight over the city of Bozeman.
 - Emergency landings practiced during solo flight.
 - Formation flight with student pilots at the controls.
 - Carriage of passengers by student pilots.
 - Aerobatics flown or attempted by student pilots.
 - Solo flights between sunset and sunrise.
7. If a student pilot on a cross-country remains at an enroute airport for more than ONE HOUR the flight must be redispached by a CFI at that airport or by telephone to their CFI or PARAGON AIR.

8. Should an unprogrammed landing occur either off airport or point of destination, secure the aircraft and immediately contact PARAGON AIR ADVENTURES, LLC (406/388-4158) or its maintenance vendor *Arlin's Aircraft Service Inc.* (406/388-1351).

9. PRACTICE AREAS - All local practice flights will be conducted in one of these areas. Pre-cross country students are limited to the North or Southwest Practice Areas. COMPANY CFIs may approve Cross Country trained students for operations in Boondocks Practice Area (see illustration page 4):

NORTH PRACTICE AREA - This area extends from the 310° radial of the BZN VOR (Strawberry beacon) to the 075° radial of the BZN VOR. The outside boundary of this practice area is the ridgeline of the Horseshoe Hills to R335° then 20 nautical mile arc from the BZN VOR to R350°, then along the foothills of the Bridger range. NO SOLO FLIGHTS ON THE BACK SIDE OF THE BRIDGER MOUNTAINS OR THE BACK SIDE OF THE HORSESHOE HILLS!

SOUTHWEST PRACTICE AREA - This area extends from the 150° radial of the BZN VOR to the broadcast antennae approximately 11 nm out, then to 17 nm on R170° (roughly, along the foothills). The outside boundaries of this practice area are 17 nm from BZN VOR to Interstate 90, with the northern limit being Interstate 90.

BOONDOCKS PRACTICE AREA - Western limits: From the Southwest Practice Area, the powerlines until they intercept R220° from BZN VOR to just east of Norris, then 25 nm radius to R350°. Eastern limits: West foothills of Bridger range to broadcast antennae on Story Hills then direct to cellular telephone antenna on Hwy 191 until intercepting R150°.

| WEATHER AND WIND LIMITS | | | |
|---|-------------------|--------------------------------------|--|
| PILOT LEVEL | VISIBILITY | CEILING (AGL) | WINDS (KTS) |
| STUDENT PILOTS (or as limited by CFI) Pre-Solo Cross Country | minimum 10 sm | minimum 3,000' | max. 10 kts |
| Solo w/Cross Country Endorsement | minimum 5 sm | minimum 1,500' | max. 15 kts |
| Solo Cross Country Flight (TAF holding or improving) | minimum 20 sm | min. 2,000' above highest terrain | Surface: max. 25 kts At 9,000': max. 30 kts |



