

Westwind School of Aeronautics

Rental Policies & Procedures Agreement

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Westwind School of Aeronautics
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Introduction

The purpose of this agreement is to provide information regarding operating policies and procedures necessary to ensure that operations at Westwind conform to Federal Aviation Regulations, Insurance Requirements, and Westwind Administrative Policies and Procedures.

Every renter pilot, student, and instructor using Westwind facilities must be familiar with and abide by the policies and procedures of this agreement. Failure to abide by any of the policies and procedures may result in the immediate termination or suspension of flying privileges at Westwind.

Instructors, dispatchers, and pilots must be familiar with the contents of this agreement. It is the intent of the Company to ensure that SAFETY is the primary consideration on each and every flight from Westwind School of Aeronautics.

Cessna Pilot Center Disclosure

Westwind is a Cessna Pilot Center. As such, this PILOT CENTER is an independent business organization. It is not Cessna's agent, and Cessna is not responsible for PILOT CENTER or PILOT CENTER's employees' representations, negligent acts, failure to act properly, and/or omissions.

Security Procedures

Positive identification is required for all students and pilots. A valid driver's license, passport, or Westwind issued photo ID is required to rent an aircraft. A valid credit card must be on file.

Written Tests & Flight Procedures

A separate aircraft checkout must be performed for each make and model, and sub-model aircraft you wish to rent at WSA. If you intend to rent multiple make and model aircraft, please speak with the Chief Flight Instructor to verify the most cost effective way to complete the process. Please see the "Aircraft Checkout Standards" to see what must be covered during the aircraft checkout process.

Copies of the aircraft written test and flight checkout procedures are available at the front desk and must be completed before a pilot will be authorized to fly a Westwind aircraft without a Westwind instructor.

In addition to a proficiency test, an aircraft written test is required for all new pilots renting Westwind aircraft. A separate aircraft written test must be completed for each make and model aircraft that the pilot desires to rent. All written materials must be reviewed and signed off by a Westwind instructor. Westwind will retain all written tests. A Rental Endorsement Form will also be reviewed and endorsed by a Westwind instructor.

Renter Pilot Agreement

All renter pilots and instructors are expected to abide by all applicable Federal Aviation Regulations and the Aeronautical Information Manual. Additionally, each renter and instructor agrees to the following stipulations when renting or operating Westwind School of Aeronautics aircraft.

1. Aircraft must be scheduled only for the time that the renter pilot actually anticipates using the aircraft. Excessive scheduled time vs. actual flight time may result in additional billing. No-shows may also result in additional billing for both the scheduled instructor and aircraft as applicable. Your aircraft reservation may be released if you are more than 15 minutes late and have not called.
2. Flight plans must be filed with the appropriate Flight Service Station on all flights outside the local flying area (50 nm). A copy of the flight plan with an estimated return time and contact number must be left with Dispatch.
3. Any aircraft scheduled for eight hours (but less than 24 hours) will be subject to a (3) three-hour minimum rental fee. Thereafter, a minimum (3) three hours rental fee will be charged for each additional 24-hour period.
4. When landing at airports other than Deer Valley, the renter pilot is responsible for tie down, hangar, preheating, landing and any other incidental fees incurred as a result of his/her usage.
5. Westwind aircraft are not authorized to be flown outside the boundaries (3 sm from the coast) of the Continental United States. This includes Catalina Island, California. An unauthorized flight into Mexico may result in your arrest by Mexican authorities. Mexican authorities require certified documentation that the aircraft is in Mexico with the owners' permission.
6. Landing Westwind aircraft at other than paved airports that are published on aeronautical charts is prohibited. Landing on non-paved airports or off airport without the express written consent of Westwind management may result in immediate suspension of flying privileges at Westwind.
7. Renter pilots may not allow anyone else to pilot or fly Westwind aircraft. No dual instruction may be given in Westwind aircraft by other than a Westwind Certified Flight Instructor with out written permission from the chief flight instructor.
8. In keeping with FAA regulations, no Westwind aircraft may be flown lower than 500' AGL except for takeoff, landing, or an emergency. No solo emergency landing practice is allowed. Dual emergency landing practice must me terminated no less than 500' AGL unless over a runway. Minimum controllable airspeed, stalls, steep turns and all other maneuvers not necessary for normal flight must be conducted above 1,500' AGL in single engine aircraft and above 4000 AGL in twin engine aircraft.

9. In the interest of safety, discrepancies noted during the renter's use of the aircraft are to be reported to Westwind's front desk personnel immediately. If away from Deer Valley Airport, call 623-869-6973 to receive authorization for required repairs. You must call for authorization before repairs are made or you may be liable for the costs of the repairs. Since maintenance delays and weather delays are a normal part of the aviation business, Westwind will not be responsible for any costs incurred by the renter pilot and his/her passengers as a result of such delays. Such costs may include food, lodging, ground transportation, etc.

In addition, if Westwind is required to recover an aircraft due to negligence of the renter, the cost of recovering that aircraft will be the responsibility of the renter. This includes, but is not limited to, ground or air transportation, labor costs, and mechanical expenses.

10. When seeking reimbursement for fuel purchased away from Deer Valley Airport, you must submit all fuel receipts at the time the aircraft is returned. Please print your name and phone number on each receipt. We encourage you to make a copy of each receipt for your own records. Receipts may be inserted in the front cover of the dispatch book when placed in the after-hours drop-box. If you are unable to make copies due to returning after hours, receipts may be submitted for reimbursement up to 7 calendar days after the flight date. No fuel reimbursements will be authorized after 7 days. Fuel will be reimbursed at the rate posted at the dispatch desk. Contact the Chief Flight Instructor for the current wholesale rate.
11. Student pilots must have each and every solo flight authorized by a Westwind instructor.
12. Only Instrument rated pilots are authorized to fly night cross-country flights in Westwind aircraft. Non-instrument rated pilots are restricted to a 25 nm radius of the lighted Phoenix Metro area. During night hours night cross-countries are restricted to IFR certified aircraft only.
13. Pilots who do not meet FAA night currency requirements for passenger carrying must be on the ground at their destination 30 minutes prior to sunset (this requirement applies with or without passengers).
14. Student pilots must have their student pilot certificate and logbook endorsed by a Westwind approved CFI before an aircraft will be dispatched to them. A copy must also be in the students file.
15. No pilot is authorized to conduct landings from the right seat of a WSA aircraft unless that pilot is a Certified Flight instructor or has conducted right seat transition training with a WSA instructor.

16. Westwind Flight Training Weather Minimums

Dual VFR	Visibility	Ceiling	Wind
Local	5 SM	2000 ft AGL	Maximum sustained wind: 20 kts
Cross-Country	8 SM (actual or forecast)	2500 ft AGL	Maximum sustained wind: 25 kts (actual or forecast)
Solo VFR	Visibility	Clouds	Wind
Local	10 SM	2500 ft AGL	Maximum wind: 18 kts Crosswind component not to exceed 10 kts or limit given by instructor
Cross-Country	10 SM No mountain obscurations or thunderstorms (actual or forecast)	3500 ft AGL	Maximum wind: 18 kts Crosswind component not to exceed 10 kts or limit given by instructor (actual or forecast)

Winds for local or cross-country flights must be less than 10 knots (**forecast or actual**) unless specifically authorized for higher on the Student Pilot's customer card.

Westwind reserves the right to refuse to dispatch an aircraft if a Westwind employee deems weather conditions unsafe.

17. A proficiency checkride by a Westwind instructor is required if the renter pilot has not made at least 3 takeoffs and landings in the past 90 days in the specific make and model aircraft (Example make/Cessna Model/172, for Cessna aircraft any sub category such as N/P/R/S will count for all Cessna 172 landing currency as long as the renter has completed a WSA checkout in that specific make/model/sub-model and currency was performed in an aircraft with tricycle type landing gear, not tail wheel) Multi-engine proficiency rides are required if the renter pilot has not made at least 3 takeoffs and landings in a multi-engine aircraft in the past 90 days.
18. Smoking is prohibited in the aircraft and on the ramp. This rule applies to passengers as well as pilots.
19. Renter pilots are expected to do everything in their power to safely return at the scheduled time. If for some reason beyond the pilot's control the aircraft will be returned late, call Westwind Operations at 623-869-6973. The next scheduled pilot will appreciate your courtesy.
20. Westwind maintains hull (aircraft) and liability insurance on all rental aircraft. If aircraft damage is noted during the preflight inspection, report it immediately to Westwind front desk personnel. If an aircraft is damaged during your flight, report it to the front desk personnel immediately upon landing. Our policy extends \$1,000,000 of liability coverage to our renters and their passengers with a sub-limit of \$250,000 per person. Our policy covers all aircraft damage excluding a \$2,500 deductible, which must be paid by the renter pilot, should damage occur to the aircraft while being operated by the renter pilot. The renter may be held liable over and above the \$2,500 deductible if the damage is found to be caused by a violation of any Federal Aviation Regulation or Westwind Rental Policy published in this manual. Questions on our policy or additional coverage may be obtained by contacting our insurance carrier: Falcon Insurance Agency of Arizona, P.O. Box 13503, Scottsdale, AZ 85267, 480-483-0733. Additional renter's coverage may be obtained through AOPA at a nominal charge.

Rental/Invoice Procedures

1. Aircraft are scheduled on a computerized reservation system. Aircraft are not to be rescheduled or switched without Dispatch approval. Westwind reserves the right to make changes to the scheduled aircraft reservations providing that the change will be into the same make and model of aircraft.
2. Renter pilots must produce a photo ID, current pilot certificate, a valid medical certificate and current logbook when renting an aircraft. Regulations require the pilot to have his/her current medical and pilot's license "on their person" while exercising the privileges of his/her certificate.
3. Dispatch personnel and the renter pilot will verify the Customer Record and Account Ledger to ensure all information is current and accurate. No aircraft will be checked out unless this documentation is complete and accurate. Name, address, phone numbers, checkout endorsements, medical and BFR due dates must be verified. A photocopy of the renter pilot certificate, medical, and acceptable photo ID will be kept on file at Westwind.
4. The aircraft book will be given to the renter pilot after the information in paragraph 3 above has been verified and the renter pilot has signed the sign-out sheet and presented his/her solo authorization if applicable. This book contains a log for entering hobbs and tach times as well as a listing of recurring AD's and discrepancies. The hobbs and tach times must be verified by the renter pilot before starting the aircraft.
5. After flying, the renter pilot must fill in the ending hobbs and tach times and, if necessary, complete a discrepancy form indicating any inoperative equipment or malfunctions discovered during the flight. If the hobbs and tach times have begun to roll to the next number, record the next number.
6. After completing the flight, the renter pilot is required to properly secure the aircraft to include installing tie down chains, reinstallation of the sunscreens (if applicable) and ensuring that the master switch is turned off. A \$25.00 fee may be charged if any of these items are not completed. The aircraft must be parked in the appropriately labeled parking spot. Tow bars, purchased with each aircraft are to be used to move the aircraft into the tie-down if taxi through is not achievable. At no time should a pilot push down on the tail of the aircraft to turn the aircraft into a parking spot. Tow bars are not to be removed from the aircraft.
7. When the aircraft book is returned to the front desk, an invoice will be generated for the flight. Payment for the full balance is due at check in. Payment may be made by cash, check, prepaid account or by an accepted credit card.

Westwind does not offer credit and all charges must be paid in full at the end of each flight. Any charges incurred as a result of collecting a delinquent account will be added to the balance owed on that account. Westwind does not offer credit accounts. A \$30.00 charge will be levied for all returned checks. A valid credit card must be on file.

Minimum Check-Out Requirements

Aircraft Type	Required Experience/Checkout
Cessna 172	<ul style="list-style-type: none"> • No minimum flight hours required
G1000 172	<ul style="list-style-type: none"> • Complete computer based training course • Two short flights with a Westwind instructor (or as needed to demonstrate proficiency)
Piper Arrow	<ul style="list-style-type: none"> • 100 hours of total flight time • 20 hours of retract time <i>or</i> 10 hours of dual instruction in the Piper Arrow with a Westwind instructor • Complex endorsement
Piper Seminole	<ul style="list-style-type: none"> • 300 hours total flight time if Private multi rated • 250 hours total flight time if Commercial Multi rated • Instrument rating. • 50 hours of multi-engine flight time and 10 hours in make and model "or" 25 hours multi-engine flight time to include a minimum 6 hours of flight training with a WSA instructor on make and model. • Twin Star requires above requirements plus 10 hours total G-1000 experience (in any G-1000 aircraft/simulator) and ground training on DA-42 systems.
<p>NOTE: For all aircraft, you must possess at least a private pilot certificate with appropriate category and class rating, 3rd class medical certificate, complete the aircraft checkout written test and satisfactorily complete a ground and flight evaluation with a Westwind instructor.</p>	

The above minimum checkout requirements may only be waived at the discretion of the owner of Westwind School of Aeronautics. A written request for the exception must be submitted to the Chief Flight Instructor. If a waiver is granted, the renter pilot must successfully pass an oral and flight check given by an FAA approved Company Check Airman.

If a pilot is checked out in a C-172N/P and they want to fly C-172R/S, they must have an aircraft written test signed by a Westwind instructor and have that instructor take them to the plane and instruct them on starting procedures for fuel injected aircraft.

There may be some special checkout requirements for each individual aircraft. Please check with a dispatcher or a flight instructor for details.

Currency Requirements

To remain current under Westwind policy the following criteria must be met:

- ✓ Flown the same make and model within the previous 90 days (does not need to be a Westwind aircraft, but will need a logbook entry to provide documentation.)
- ✓ If pilot has not flown make and model within previous 90 days, the pilot must do three touch and goes with a Westwind instructor.

Aircraft Care

The following items must be followed to provide good care for our aircraft:

- Never leave an aircraft untied and unattended. If it is necessary to leave the aircraft, all three tie downs must be properly attached. Use chocks when parking on a ramp that does not have tie downs.
- Never put anything on the dash of the aircraft. This is to protect the windshield.
- Do not use the glare shield (dash board) as a handle when adjusting the pilot seats. Grab the window or door ledge instead.
- When parking on the Westwind ramp, shutdown the engine while still on the yellow line, perpendicular to the parking spot. Trying to turn the aircraft blows dust and may damage other aircraft doors by blowing them open.
- Never push on the tail to move the aircraft. Always use tow-bars to pushback the aircraft. If the tow-bar is missing, use one from a nearby aircraft and return it when finished. Leave a note for the Chief Flight Instructor informing him which aircraft is missing a tow-bar.
- Tie down the aircraft by pulling the chain through the eyelet and looping it back on itself twice, then hooking it securely. This keeps the chain from binding should the aircraft roll forward or backward in the wind. If chains are broken or otherwise unusable, leave a note for the Flight Operations Supervisor.
- Install sunshades with the blue side towards the window. It is important to install these after every flight throughout the entire year. Installing sunshades significantly decreases the temperature in the cockpit and prevents sun damage of the aircraft interior.
- Remove all trash from the aircraft. Please do your best to leave the plane cleaner than you found it.
- Close all windows after every flight. This is not for temperature control. It is for dust control.
- To increase aircraft security, please lock the plane after the last flight of the day.

Westwind Computer Usage

Westwind provides computers on a first come, first serve basis to students, instructors, and rental customers. Under no circumstances should any software (including anti-virus software) be installed, uninstalled, or disabled by any users. We also prohibit the use of our computers to view any pornographic or adult material.

Name _____	Phone (work) _____
Address _____	Phone (home) _____
City _____ St. _____ Zip _____	Phone (cell) _____

Credit Card Authorization (required for all renters and students)

Credit Card Type (circle): AMEX MC VISA Discover

Name (as it appears on card): _____

Credit Card # _____ Exp. Date _____

Renter's Agreement

By signing below, I acknowledge that I have read, understand, and will fully comply with all of the requirements and responsibilities of the Westwind Rental Policies and Procedures Agreement. Additionally, I agree to abide by any revisions to this manual that are made available to me. I also authorize Westwind to charge my credit card to cover any outstanding balances I may have incurred due to aircraft rental charges, instructor fees, miscellaneous pilot supplies, or any other services rendered by Westwind. This authorization will remain in effect until cancelled, in writing, by the cardholder.

Customer Signature _____ Date _____

Items On File (circle): Driver's Lic. Pilot Cert. Medical A/C Written Test Application

To Be filled Out by your Flight Instructor

Checkout Date	Aircraft	Hours In Make & Model	Endorsement	Instructor CFI Cert #
	C-172N/P		I Certify that this pilot is safe and competent to fly this aircraft	
	C-172R/S		I Certify that this pilot is safe and competent to fly this aircraft	
	Arrow		I Certify that this pilot is safe and competent to fly this aircraft	
	Seminole		I Certify that this pilot is safe and competent to fly this aircraft	
	G-1000 Proficient		I Certify that this pilot is safe and competent to fly G-1000 equipped aircraft	

This endorsement form is not valid unless accompanied by a signed Aircraft Written Test and Signed Renter's Agreement with all appropriate documentation (copy of driver's license, medical certificate, and pilot certificate).

Certificates (Circle): Student Private Commercial CFI ATP Certificate # _____

Ratings (circle): ASEL AMEL Instrument CFII MEI Most Recent checkride or BFR (date) _____

Instructor's Name _____

Medical Certificate # (if student Pilot) _____ Class _____

Date Issued _____ Wind Limitations _____

Cancellation and Refund Policies

Unless specifically approved by a manager at Westwind School of Aeronautics, all sales are final and no refunds will be given.

In the event a student places funds on account in advance of training, any unused funds will be refunded to the student within 30 days of the student providing a written request for a check.

In order to assure that the aircraft and our instructors are available to meet the need of all of our students, Westwind School of Aeronautics has initiated a cancellation policy. If you cancel with less than 24 hours notice, the following charges may apply:

- Cancelled ground lesson- student will be charged for one hour of ground instruction.
- Cancelled flight lesson- student will be charged for one hour of flight instruction and one hour of flight time.
- Cancelled solo flight- student will be charged for one hour of flight time.

In the event a lesson is missed with out the required 24 hours notice, the student's credit card on file will be charged as explained above.

I have read and fully understand the above policies and authorize Westwind School of Aeronautics to charge my card as outlined in this policy should I miss any lessons without the minimum 24 hours notice.

Signature

Date

Westwind School of Aeronautics

Covenant Not to Sue, Liability Release, and Assumption Of Risk Agreement

Participant's Name	Identification (Type, Number)
<p>I, _____, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructors nor Westwind School of Aeronautics, Phoenix, LLC, nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.</p> <p>In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).</p> <p>I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.</p> <p>I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.</p> <p>I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.</p> <p>I, _____ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, WESTWIND SCHOOL OF AERONAUTICS, PHOENIX, LLC AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.</p> <p>I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.</p>	
Participant's Signature	Date
Parent or Guardian's Signature (If Applicable)	Date