

FLIGHT INSTRUCTION & AIRCRAFT RENTAL AGREEMENT

Customers utilizing Aircraft (defined hereinbelow) owned by C-J INVESTMENTS, LLC, a New Mexico limited liability company (the “Company”) and/or participating in flight instruction provided by the Company must read and sign this Flight Instruction & Aircraft Rental Agreement (the “Agreement”) before taking flight.

In consideration of the rental and/or instruction fees paid and the covenants contained herein, the Company, hereby agrees to rent and/or provide flight instruction to the Customer (identified hereinbelow) subject to the terms and conditions set forth herein.

RESERVATIONS

Aircraft and flight instruction are available on a first-to-reserve basis. Reservations shall be made with Company staff who maintain the Company’s reservation book.

AIRCRAFT RENTAL & INSTRUCTION PRICING

The Company agrees to rent and/or provide the following services to the Customer for the price indicated herein (check all that apply):

- _____ 1. Piper Archer (PA-28-181), \$240 per hour
- _____ 2. Piper Cherokee (PA-28-180), \$170 per hour
- _____ 3. Flight Simulator, G1000 RedBird TD2, \$60 per hour
- _____ 4. Flight Instruction, \$75 per hour
- _____ 5. Ground Instruction, \$50 per hour
- _____ 6. Pilot Day Rate, \$650 (Includes 10 hours total, inclusive of flight and ground time)
- _____ 7. Other: _____

Aircraft as used in this Agreement shall mean aircraft now owned or hereafter acquired by the Company, including but not limited to, the Piper Archer (PA-28-181), the Piper Cherokee (PA-28-180), and the Flight Simulator, G1000 RedBird TD2 listed hereinabove.

The Customer acknowledges and understands the foregoing prices are subject to change without notice.

MULTIPLE DAY RENTAL

In the event Customer reserves an Aircraft for multiple consecutive days in which the Aircraft will not be returned to the Company’s storage facility, Customer authorizes and agrees to be charged a minimum of three (3) hours a day during a multiple day rental, regardless of whether the Aircraft is flown. This amount shall be subject to upward adjustment if Aircraft is flown for more than three (3) hours any day during a multiple day rental.

PAYMENT

The Customer authorizes the Company to charge the Customer’s Credit Card in the event an account balance remains due and owing past its due date. The Customer acknowledges and agrees that in the event of a past due payment, a 3% fee shall be added to the total past due amount.

Credit Card Number: _____

Billing Zip Code: _____ CVV: _____ Exp. Date: _____

Name (as it appears on the card): _____

Signature: _____

CANCELLATION FEE

Aircraft rentals and/or instruction time may be cancelled for any reason without charge if there is a minimum of twenty four (24) hours prior notice given. The Customer acknowledges and agrees that in the event a Customer cancels their flight and/or instruction time within the twenty four (24) hours prior to their scheduled flight and/or instruction time, Customer shall be charged an amount equal to \$75.00 per occurrence.

INSURANCE

For all Aircraft Rentals, Customer shall be required to carry and present to the Company, prior to taking flight, proof of Pilot Renters Insurance. Such policy shall include standard aircraft liability coverage, aircraft physical damage coverage, and hull coverage. Such policy shall include, at a minimum, liability in an amount equal to \$250,000 per occurrence (the "Pilot Renters Insurance").

Pilot Renters Insurance Provider: _____ Policy Number: _____

For Customer provided aircraft, Customer shall be required to carry and present to the Company, prior to taking flight, proof of Aircraft Insurance. Such policy shall include liability coverage in an amount not less than \$250,000 per occurrence (the "Aircraft Insurance") and Customer shall be named as an authorized pilot for such insurance policy. Notwithstanding the foregoing, in the event the Customer is not an authorized pilot under the Aircraft Insurance policy, and the Company's instructor meets the requirements set forth in any open pilot warranty, the Customer acknowledges and agrees that any claim made under such Aircraft Insurance policy shall not be filed under the name of the Company's instructor.

Aircraft Insurance Provider: _____ Policy Number: _____

Customer is is not an authorized pilot under the Aircraft Insurance policy.

Name of Authorized Pilot: _____

EMERGENCY CONTACT INFORMATION

In the event of an emergency, Customer authorizes Company to contact the person identified herein below:

Name: _____ Phone Number: _____

Address: _____

Relationship: _____

USE OF AIRCRAFT

Customer expressly agrees to the following terms of use:

1. Customer's use of the Aircraft shall be for pleasure and recreational purposes only.
2. Customer expressly agrees that all Aircraft operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. "FARs" means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.

3. Customer expressly acknowledges and agrees that the Customer has a duty to inspect the Aircraft and its records prior to takeoff to assure that said Aircraft is in good mechanical and airworthy condition. Customer agrees that they will not accept said Aircraft until they are satisfied as to its airworthiness and proper functioning.
4. Customer shall return the Aircraft at the scheduled time unless delayed by weather and/or other unforeseen circumstances beyond the Customer's control.
5. Customer shall be responsible for properly securing the Aircraft after each flight.
6. Customer agrees that the Aircraft shall not be used or operated:
 - a. For any illegal purpose(s);
 - b. For any race, speed test, or contest;
 - c. By any person other than the Customer identified herein;
 - d. Outside the limits of the Continental U.S. unless prior permission from the Company is obtained;
 - e. To carry passengers or property for compensation or hire;
 - f. To carry any animal(s) and/or pet(s); and
 - g. For any flight for which the Customer is not properly rated or certified.
7. Unless Customer is engaged in flight instruction, Customer shall assume and maintain full operational control over the Aircraft.
8. The following are prohibited:
 - a. Customer shall not eat, store open bottles or containers, or smoke in any Aircraft;
 - b. No Customer shall perform spins or aerobatics in Aircraft unless authorized by Company instructor on board the Aircraft;
 - c. No Customer shall fly below the minimum altitudes required by all applicable federal, state, and local law; and
 - d. Taking off or landing on any area other than the runways of an airport designed, constructed, maintained and used as an airport with paved runways, unless prior authorization is obtained from the Company.
9. Customer shall abide by all applicable FAA and Federal regulations pertaining to, and restricting the use of alcohol, narcotics, and sleep aids prior to flying.
10. Unless Customer is engaged in flight instruction, Customer must hold a valid FAA pilot certificate with appropriate rating and current medical certificate.
11. In the event of any damage, accident, or incident to the Aircraft during the rental period, Customer expressly agrees to report such damage, accident or incident to the Company as soon as possible together with the names and addresses of witnesses and involved parties. Customer further agrees that in the event of an accident, Customer shall not remove the Aircraft unless expressly authorized to do so by the Company.

WEATHER CONDITIONS FOR FLIGHTS

Take Off and Landing Minimums. In addition to any published procedures, Customer agrees that prior to taking off and/or landing any Company Aircraft, the following conditions must be met or exceeded: (i) 1000' ceiling; and (ii) 3 statute mile visibility. Further, Customer expressly agrees that they shall not fly any Aircraft into known icy conditions.

ADDITIONAL CHARGES

1. Customer shall be responsible for loss or damage to the Aircraft, its components, parts or equipment and the amount of any fees associated with landing, parking, tie-down, ramp fees and or hangar charges.

2. In the event the Aircraft is not returned to the Company facility where the Aircraft was rented, Customer shall be responsible for costs of retrieval of the Aircraft, including pilot cost and expenses.
3. Customer agrees to reimburse the Company in the event a suit is instituted by the Company to recover possession of the Aircraft due to the actions of the Customer; to enforce any of the terms, covenants, and conditions hereof; to collect any sum of money, damages, or cost including reasonable attorneys' fees incurred by the Company in such a suit.
4. In the event damage is caused to the Aircraft during the rental period, Customer shall be responsible for the deductible amount for insurance covering the damage.

TRANSIENT MAINTENANCE

In the event a maintenance issue arises during Customer's use of the Aircraft, Customer agrees to contact the Company as soon as possible and not to operate the Aircraft unless authorized by the Company to do so. Customers are not authorized to order work to be performed on the Company's Aircraft without the express permission of the Company.

MISCELLANEOUS

Disclaimer of Warranties. Customer hereby acknowledges that the Company is not the manufacturer of the Aircraft, or the manufacturer's agent, and that THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR A PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.

Indemnification. Customer agrees to release, indemnify, and hold the Company, its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising from or in any manner occasioned by the operation or use of the Aircraft during the time in which Customer possesses the Aircraft, arising out of any breach, violation, or nonperformance by Customer of any covenant or condition of this Agreement, or arising by an act or failure to act on the part of the Customer. The Company shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting therefrom, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Company's reasonable control.

Damages. Customer hereby agrees that under no circumstances shall Company be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Agreement.

Headings for Convenience. The captions and headings of this Agreement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.

Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Choice of Law and Venue. This agreement shall be governed and construed in accordance with the laws of the State of New Mexico. Any litigation, special proceeding or other proceeding as between the Company and Customer that may be brought, or arise out of, in connection with or by reason of this Agreement shall

be brought in the applicable federal or state court in and for Curry County, New Mexico, which courts shall be the exclusive courts of jurisdiction and venue.

Entire Agreement. This Agreement constitutes the entire understanding of the Company and Customer with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

I HAVE READ AND UNDERSTOOD THE ABOVE CONVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE FLIGHT INSTRUCTION & AIRCRAFT RENTAL AGREEMENT. I AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT. I UNDERSTAND OPERATING OUTSIDE THE PARAMETERS SET FORTH IN THIS AGREEMENT MAY RESULT IN DENIAL OF INSURANCE COVERAGE. I UNDERSTAND THIS PUTS ME AT RISK FOR ANY VIOLATIONS, DAMAGES, INSURANCE CLAIMS, AND FULL LIABILITY.

I AGREE TO OPERATE SAFELY, EXERCISE GOOD JUDGMENT, RESPECT AND ABIDE BY ALL POLICIES IMPLEMENTED BY C-J INVESTMENTS, LLC, AND ALL APPLICABLE FAA REGULATIONS. FAILURE TO DO SO WILL RESULT IN TERMINATION OF MY RENTAL PRIVILEGES WITH THE COMPANY.

Customer Name: _____ Date: _____

Signature: _____

ADDENDUM FOR MINORS

I certify that I am _____'s parent or legal guardian. As such, I have carefully read and understood C-J Investments, LLC's Aircraft Rental & Flight Instruction Agreement in its entirety. I will ensure compliance with all policies and procedures and agree to be held financially responsible for this minor. I hereby give my child permission to participate in flight instruction and understand all risks associated with such flight instruction.

Name: _____ Date: _____

Signature: _____