



Passion. Excellence. Integrity

Client Agreement

Full Name:

Company Name [optional]:

Address Line 1:

Address Line 2:

Email Address:

Cell Phone:

Work Phone:

Home Phone:

Citizenship:

Date of Birth:

Emergency Contact Name:

Relationship:

Cell Phone:

Work Phone:

Home Phone:

**Previous Aeronautical
Experience:**

Total Time:

PIC Time:

Dual Received:

Licenses Currently Held:

Biennial Flight Review Date:



1. **RENTAL SCHEDULING:**

MGAV aircraft are rented in duration of 2 hour blocks. Scheduling is done on a first come, first serve basis. All scheduling must be done through MGAV's customer service or on-line through the FlightSchedulePro on-line system. All scheduling is done subject to an aircraft's prior need for maintenance and/or periodic inspection. If a scheduled aircraft becomes unavailable for any reason, MGAV reserves the right to make changes to your reservation in regards to aircraft. If the aircraft is changed, it will be in another aircraft of similar make and model.

2. **AIRCRAFT RENTAL CANCELLATION POLICY & FEE:**

In the event the Client needs to cancel a scheduled reservation, (s)he must do so at least twenty-four (24) hours in advance of his scheduled appointment. Cancellation notices transmitted by email are not acceptable, nor are cancellation notices left on MGAV's answering service outside of normal business hours. A Client who fails to give sufficient cancellation notice, or fails to show up for a scheduled rental, shall be charged a \$350 cancellation fee. If the cancellation or no-show is for a multi-day reservation, the charge will be \$350/day up to three days.

3. **MINIMUM DAILY CHARGES:**

In the event the Client reserves an aircraft for 8 or more consecutive hours on any one day, (s)he shall be obligated to pay MGAV for no less than 3.0 hours of usage (Hobbs Hours). In the event the Client flies less than the required minimum, (s)he will be billed for the remainder at the current hourly rate for the aircraft flown. Required minimum does not apply to dual instruction.

4. **PAYMENT:**

MGAV accepts payment by check, many credit or debit cards and cash. The Client expressly agrees to pay MGAV at the conclusion of each flight and in all instances on demand for:

- (a) the hours, to the nearest present tenth, of usage indicated by the reading on the hour meter (Hobbs) during the term of the rental (or, if the Hobbs is inoperative, 120% of the tachometer time), and any charges to fulfill the minimum guarantee as specified in MGAV's current rental rate sheet, the terms of which are incorporated herein by reference;
- (b) any charges for failure to appear for a scheduled appointment or reservation without having given notification in accordance with MGAV's Rental Cancellation policy set forth above;
- (c) any expenses incurred by MGAV to return an aircraft to its home base due to the Client's inability to do so;
- (d) any Client charges incurred by the Client for landing, parking, tiedown fees or any and all other fees incurred by the Client in connection with his use of an aircraft;
- (e) the value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, where the occurrence was due to the Client's neglect to properly lock and secure the aircraft when left unoccupied during the rental period;
- (f) in the event the Client intends to rent an aircraft for a period in excess of eight (8) hours, the Client agrees that, if requested by MGAV, he shall deposit with MGAV sufficient funds to pay for the anticipated rental cost to be incurred, and, if the Client makes such a deposit with a credit card, he expressly authorizes MGAV to charge that credit card account for all costs associated with the rental without the further approval of the Client.

5. **INSURANCE**

MGAV requires all Renters to have personal non-owned aircraft insurance: a minimum of \$250,000 liability coverage [\$25,000 each passenger], minimum \$1,000 medical coverage per person, and a minimum \$25,000 physical damage liability which includes loss-of-use. MGAV has partnered with the local insurance broker at Hanscom Field which can provide binding coverage quickly (2021 annual premium is approximately \$330). A 5% discount on the premium is available to Renters who have not had any aircraft insurance claims or has completed FAA's Wings course within the last 12 months. **Not required for clients flying in a syllabus training program (i.e. PVT, INST, COMM, CFI)**

6. **RETURN**

Aircraft Care: MGAV Clients are requested to return the interior of the rented aircraft in a clean condition. Failure to do so will result in an "Aircraft Cleaning Charge" being applied to the invoice. MGAV cleans all aircraft after each flight for normal use. This charge will only appear for cleaning excessive debris and episodes of airsickness, for example.

Battery Switches: Leaving the battery switches on will drain the batteries entirely. The process for re-charging a drained battery takes several hours and leads to potential flight cancellations. A pilot who leaves a battery switch on after their flight resulting in a drained battery will be charged the full maintenance fee of \$100 to recharge the battery. As per our Flight Operations Manual, prior to exiting an aircraft, please ensure that the nav and strobe switches are left in the "on" position. This will draw attention to the aircraft if left unattended with the battery master switch on and mitigate the possibility of an accidentally-drained battery.

Flat-Spotted Tires: Landing an aircraft while holding brake pressure can damage and potentially destroy a tire and is evidenced by flat areas on the tire where the tire tread has been flattened. This damage requires replacement of the tire. Any Client who has flat-spotted a tire will be billed and charged for the price of a new aircraft tire and labor.

7. **ACCOUNT REFUNDS**

If, for any reason, a Client would like a refund of any credit on his account, MGAV will gladly refund the funds on thirty (30) days prior notice. Gift certificates, however, are not redeemable for cash and cannot be refunded. Accounts that have been inactive for more than one (1) year will not be eligible for cash refunds; however, any remaining balance in old accounts may be redeemed for flight time or pilot supplies. Accounts inactive for more than five (5) years will be considered abandoned.

8. **FLIGHT OPERATIONS MANUAL:**

This AIRCRAFT RENTAL AGREEMENT (the "Agreement") is entered into by and between Mike Goulian Aviation, LLC ("MGAV") and the signed customer "Client".

MGAV has published their Flight Operations Manual. This manual covers such items as who is authorized to fly MGAV owned or managed aircraft, preflight responsibilities, weather and runway minimums, aircraft operations and many other items. The Client acknowledges that (s)he has received a copy of MGAV's Flight Operations Manual, and further, that (s)he has read and understands them.

I have read and agree to comply with MGAV Flight Operations Manual:

Signature: _____ Date: _____

Disclaimer of Liability: MGAV HEREBY DISCLAIMS, AND THE CLIENT HEREBY RELEASES MGAV, FOR GOOD AND VALUABLE CONSIDERATION, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FROM ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CLIENT, ITS EMPLOYEES, AGENTS, OR INVITEES, DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY MGAV'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL MGAV 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 RELATING TO THE RENTING OF THE AIRCRAFT UNDER THE TERMS OF THIS AGREEMENT.

I warrant that the information, statements and representations contained herein are true. I understand that MGAV is relying on this information to rent the aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. Further, I acknowledge that MGAV carries hull and liability insurance on its aircraft for its benefit and that MGAV's insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. MGAV requires the Rental Pilot to secure his own non-owned aircraft insurance.

Print Full Name: _____

Signature: _____ Date: _____