

BAAC AIRCRAFT AGREEMENT

AN AIRCRAFT AGREEMENT made as of _____ by Bay Area Aero Club, Inc., hereinafter referred to as BAAC and _____, the Owner(s) with a tax identification or Social Security number of _____.

Aircraft _____ Registration # _____.

RENTAL: BAAC shall pay to the Owner the sum of \$_____ per flight hour dry rate on or before the 10th day of each month.

USE: BAAC shall operate the aircraft in accordance with its published Bylaws and Standard Operating Procedures. In addition, BAAC will operate the aircraft in accordance with FAA rules and regulations and will not use the aircraft to transport any person or property which would be in violation of any statute, rule or regulation of the United States of America or any territory or possession of the United States and/or of any State. In the event of a loss of the aircraft for which insurance coverage is denied in whole or in part for failure to operate the aircraft in accordance with FAA rules and regulations or because of the transportation of any person or property in violation of any statute, rule or regulation as provided above, then BAAC will indemnify the Owner for the agreed on value as specified in this agreement. Agreed on value shall be the hull insurance amount as listed in the INSURANCE paragraph of this agreement.

FUEL: The Owner shall be responsible for delivering the aircraft with full fuel tanks. Upon termination of the Aircraft Agreement, BAAC shall be responsible for returning the aircraft with full fuel tanks.

MAINTENANCE: The Owner shall be responsible for all maintenance expenses including regular inspections and cleaning. If the Owner is unavailable and if estimated cost is less than \$300, maintenance will be taken care of by the BAAC and reimbursed by the Owner.

INSURANCE: BAAC shall provide insurance as follows: Liability: \$200,000 each passenger; \$1,000,000 combined single limit. Hull insurance in the amount of: \$_____. The Owner shall be responsible for half the hull coverage premium. BAAC shall be responsible for the liability premium and half of the hull premium except for any month in which the aircraft is out of service for more than 7 consecutive days, in which case the Owner is responsible for 1/12th of the annual insurance premium. In the event that the aircraft is down due to damage caused by a BAAC member, BAAC shall be responsible for the insurance premium and expenses to return the aircraft to service.

SALES TAX: BAAC agrees to collect and pay sales tax for rental fees collected.

TERM: This agreement is for one (1) year, and may be terminated by either party upon thirty

(30) days written notice. Unless otherwise notified this Aircraft Agreement will be renewed annually.

ACCEPTED:

President, Bay Area Aero Club

Owner