



BOX AVIATION

FLIGHT TRAINING APPLICATION & AIRCRAFT RENTAL AGREEMENT

We are thrilled that you have chosen to fly with us! Please fill this application form out completely and sign it, then return it to us along with the following:

- Copy of U.S. Citizenship (birth certificate, passport, or immigration documents)
- Copy of Driver's License
- Log Book (if already a licensed pilot)
- Copy of Pilot Certificate (if already a licensed pilot)
- Copy of Medical (if available-must present before Solo Flight)

It is important that you complete all of the information so that we can better serve you.



4521 Selma Highway

Montgomery, Alabama 36108

(334) 281-9005 (334) 286-0769 FAX

PERSONAL DATA AND CONTACT INFORMATION

NOTE: You must enter your name above EXACTLY as it appears on your official government issued ID such as your passport, birth certificate, etc.

Last Name: _____ Suffix: _____

First Name: _____ Middle Name: _____

Address: _____

City, State, Postal Code: _____ Country: _____

Email address: _____

Home Phone: _____ Mobile: _____

Work Phone: _____

Driver's License Number: _____ State/Country: _____

Height in Inches: _____ Weight in Pounds: _____ Gender: Male / Female

Hair Color: _____ Eye Color: _____

Date of Birth: ___/___/____ Birth City, State, Country: _____

Emergency Contact Name and Relationship: _____

Emergency Contact Phone Number: _____

TERMS AND CONDITIONS / AIRCRAFT RENTAL AGREEMENT

I, _____, understand that I must adhere to Box Aviation's policies and procedures listed below. The following company aircraft rental policies and conditions apply to each flight:

General Rules

1. I will provide all necessary personal identification and information as requested by Box Aviation in a timely manner (10 business days) including, but not limited to, driver's license, Pilot's license, passport, medical certificate, logbook verification, and applicable visas.
2. The renting pilot is responsible for the safe and conscientious operation of the aircraft until it is returned and secured at Box Aviation facilities.
 - a) The renter/pilot will personally conduct a pre-flight inspection of the aircraft and report any discrepancies prior to the flight.
 - b) Discrepancies will be documented in Flight Schedule Pro (FSP). Pilots/Renters will verify times of inspections due prior to start of aircraft. Squawks affecting airworthiness of the aircraft should be grounded in FSP.
 - c) The renter/pilot will conduct a Post Flight to include the BoxAv checklist for securing the aircraft.
3. I will not use the aircraft for flight instruction to any individual unless I am an authorized Box Aviation Instructor on a specified dual training flight.
4. Renter will pilot the aircraft from the command seat (left side) and will always act as Pilot in Command and sole manipulator of the controls. The renter who signs this rental agreement will be the only operator of the aircraft.
5. Renters will not use, operate or allow Box Aviation aircraft to be used or operated:
 - a) beyond gliding distance of any shoreline;
 - b) in any race, speed test, or contest;
 - c) for transportation of persons or property for hire; (ie ONLY Part 61 and Part 91 Operations)
 - d) to tow an object;
 - e) for any illegal purpose;
 - f) by any person other than Renter who signed the Rental Agreement;
 - g) outside of the United States - unless prior approval is given by Box Aviation management.
6. I agree to see that the aircraft is securely tied down in a proper area, master and ignition switches off, controls secured, and doors locked when parked away from Box Aviation. I will report any suspicious or criminal activity to the Montgomery Airport Authority (334) 281-5040, Montgomery Airport Police (334) 281-9567, or call 911 as necessary.
7. I will obtain weather reports and forecasts, file FAA flight plans for all cross-country flights, and use the aircraft only for this purpose and over the route specified.
8. I agree to remain current in each aircraft I fly in accordance with FAR's and to have a recheck if I have not flown a Box Aviation aircraft within the preceding 90 days. Additionally:
 - a) I will remain knowledgeable of aircraft, its systems, and subsystems and comply with all POH limitations, warnings, and cautions for the aircraft;
 - b) If I am not current or familiar with the aircraft or its systems, I will complete a minimum of one hour checkout with a Box Aviation instructor.
 - c) This currency is to include Biennial Flight Review and Medical certificate.
9. I will operate in accordance with all applicable FAA regulations. Any pilot who acts in an unsafe manner in the air or on the ground or who knowingly violates FARs, at the discretion of Box Aviation management, may have their rental privileges terminated.
10. I will only land at FAA designated airports that are safe and suitable under the prevailing conditions with a minimum of 2,500 feet of runway.
11. For a Renter to fly a Box Aviation aircraft IFR they must have an IFR checkout by a Box Aviation instructor. Night VFR cross-country is limited to currently qualified instrument rated pilots, or those pilots who have completed a night checkout by a Box Aviation instructor.

12. I will not smoke or vape in the aircraft. If found to be in violation of Box Aviation's non-smoking policy, I forfeit all privileges as a Box Aviation customer and agree to pay a \$200 cleaning charge.
13. I understand that I may be subject to a background check and associated fees as needed.
14. I will maintain aircraft security and cleanliness by following the checklist (ie: electrical switches, fuel selector valve, control-lock, proper tie-down, locking all doors and installing pitot tube cover) and removing all trash from the aircraft after each flight and agree to pay a cleaning fee for especially dirty aircraft (vomit, and food/soda spills) if deemed by management. I further agree to being charged a \$25 cleaning fee for leaving trash or the aircraft in an unsecured manner.
15. Renter will not, under any circumstances, hand prop the aircraft.
16. Renters will not practice or intentionally spin a Box Aviation aircraft except as part of an authorized training syllabus and with written permission from management.
17. Only 100LL aviation fuel will be used in Box Aviation aircraft. Auto gasoline is NOT permitted. When outside air temperatures are above 75 degrees Fahrenheit – tanks should not be filled past the bottom of the tank neck (to prevent fuel overflow siphoning).

Scheduling

18. All scheduling will be done via Flight Schedule Pro (FSP) or by calling the office personnel who will post it to FSP.
19. Extended flights must be requested and approved by management with current contact information before putting the flight on the schedule.
20. I will speak with Box Aviation management if I am unable to return the aircraft at the agreed time for any reason or encounter any maintenance problem while away from Box Aviation.
21. Cancellations/No-Shows/Late Returns – I accept and will abide by the current cancellation and no-show policy of Box Aviation. If I am unable to fly an aircraft as scheduled, I will cancel in a timely manner via FSP or by calling the office during normal business hours at 334-281-9005. I agree to pay the following penalties if not canceled in a timely manner:
 - a) I will pay $\frac{1}{4}$ Rental Cost and $\frac{1}{2}$ Instructor rate for Schedule Rental and/or Flight time for any overnight or flights scheduled longer than 5 hours that are not canceled at least 24 hours prior to the scheduled time.
 - b) I will pay $\frac{1}{4}$ Rental Cost and $\frac{1}{2}$ Instructor rate for Schedule Rental and/or Flight Training not canceled more than 6 hours prior to scheduled time.
 - c) I will pay $\frac{1}{2}$ Rental Rate and full instructor rate for scheduled Rental and/or Flight Training not canceled more than 2 hours prior to scheduled time.
 - d) Late returns (without management approval) will be assessed at \$25 per 15-minute period after scheduled return time.

(These policies are to ensure accurate aircraft and instructor scheduling and efficient use of resources – These do not apply to cancellations due to weather or maintenance problems.)

Fees

22. I agree to pay any landing fees, tie down fees, or any other charge incurred by me while the aircraft is in my possession, along with abiding by the following minimum rates:
 - a) I will pay a minimum charge of two and one half (2.5) hours flight time for any period of more than 5 hours that the aircraft is in my possession, unless prior approval is acquired from management.
 - b) Extended flights (more than 24 hours) require management approval, and a minimum flight time charge of 2 hours on weekdays and 3 hours minimum on weekends.
23. In the event of unforeseen severe weather, I will communicate with Box Aviation management and have the aircraft hangered. The hangar fees will be paid by Box Aviation with prior approval.
24. I will accept the Hobbs Meter reading to the next highest tenth if it is showing. If the Hobbs Meter fails, the tachometer will be used, and the flight time will be computed at 1.2 times the tach. time. Should the starting time be recorded incorrectly, I must bring this to the attention to the office or management before starting the flight.

25. I agree to pay the cost of recovering the aircraft if abandoned away from Montgomery Regional Airport (MGM) including: all transportation expenses for 2 pilots to the abandoned aircraft, pilot time at standard solo rate for all time recorded on the aircraft while away from home base, and all other costs directly related to this operation.
26. Should I need to purchase fuel for the aircraft, I will have it credited to my account for the amount of my purchase or the current Box Aviation reimbursement rate, whichever is less. I understand all purchases must be documented with an original receipt at the time the aircraft is returned.
27. I will pay all sales and uses taxes in accordance with state laws.
28. Payment is expected at time of service, either by check, cash, credit card, or with pre-paid account balance.
29. In the event a pilot/renter does not complete the checkout process in Flight Schedule Pro, an administrative fee of \$10.00 may be charged.
30. I understand that all pre-paid monies (pre-paid account) are non-refundable and must be spent at Box Aviation for services or merchandise offered by Box Aviation. You are however allowed to sell and/or transfer your balance to other pilots. We will assist with this process as much as possible.
31. Current prices are always posted in the office. Prices are subject to change at any time depending on fuel prices and maintenance costs. We will make every effort to inform all parties involved of upcoming price changes before they go into effect and post current prices in the office.
32. Renters are not required to protect themselves by purchasing a Non-Owned Rental Insurance policy but are highly encouraged. The required aircraft damage minimum coverage is \$5,000 to cover any deductibles and minimum damage.
33. I accept liability for any damage done to the aircraft while in my possession and will pay for damage or any applicable deductible. Renters, student pilots, or any other party who engages in rental use of this aircraft, will be responsible for all insurance deductibles. If the insurance claim is unwarranted or denied, renter will be financially responsible to cover all costs associated with any and all required repairs deemed necessary by Box Aviation, Inc.
34. I agree to pay an interest charge on any balance remaining in delinquent status (30 days or more overdue) to Box Aviation. Interest charges will be computed at 18% APR or 1.5% per month or 0.0493% per day whichever is greater.
35. The cost of a check returned by our bank for any reason is \$35.00.

Accidents, Incidents, and Maintenance

36. I will not perform or authorize any repairs or adjustments, nor make any purchases in relation to the aircraft without authorization from Box Aviation management. All repairs and fueling will be made by properly licensed facilities and personnel.
 - a) Except for minor repairs of scheduled maintenance performed by qualified personnel, costing \$100.00 or less. Renter will not have repairs made to any part of the aircraft or its equipment without specific authorization from Box Aviation.
 - b) In the event of required repairs when the estimated down-time exceeds 24 hours, the Renter has the option of:
 - i. returning by other means at his or her own expense, in which case expenses incurred in bringing the aircraft home will be borne by Box Aviation; or
 - ii. remaining with the aircraft at his or her own expense until repairs have been completed enabling completion of flight plan and return to home base.
 - c) If the aircraft is abandoned away from the home base airport for reasons within the Renter's control, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
37. Box Aviation will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by a maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.

- 38. I will conduct a thorough post-flight inspection, clean the aircraft, and notify/report/enter all aircraft discrepancies into Flight Schedule Pro as squawks.
- 39. I will report all accidents or incidents, major or minor to Box Aviation at once, together with the names and addresses of witnesses and involved parties. In the event of an accident/incident, I will not permit the aircraft to be moved unless expressly authorized by Box Aviation or local, state, or federal authorities and will do all that I can to protect the aircraft and its equipment from further loss.
- 40. Box Aviation Management reserves the right to alter, modify, amend, remove, waive, or add any rule by notifying all pilots. Any pilot who flies Box Aviation aircraft after receipt of notification has, by implication, acknowledged and accepted the rule.

(If under 18 years of age)

Signature: _____

Parent/Guardian Signature: _____

Printed Name: _____

Parent/Guardian Printed Name: _____

Date: ___/___/_____

Date: ___/___/_____

COVENANT NOT TO SUE, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT

I, (Participant’s Name) _____, (Date of Birth) _____ [dd/mm/yyyy]

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 instructor nor Box Aviation, 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.

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).

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.

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.

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 served from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

BY THIS INSTRUMENT AND MY SIGNATURE AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, BOX AVIATION, INC AND ALL RELATED ENTITIES AS DEFINED ABOVE OF ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY FROM DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OF ACTIVE. 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.

X _____
(Participant’s Signature)

Date Signed: _____
(dd/mm/yyyy)

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF CONSENT)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Box Aviation, Inc. and all other Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X _____
Parent/Guardian’s Signature

Date Signed: _____ [dd/mm/yyyy]

Emergency Phone #(s) _____