



Smith Field Flyers Membership Agreement

THIS AIRCRAFT RENTAL AGREEMENT (the "Agreement") is made and entered into as of the effective date (as defined in Section 1 hereof) by and between Sweet Aviation, LLC d/b/a Smith Field Flyers, an Indiana corporation, and the Pilot (as identified in Section 1 hereof).

NOW THEREFORE, in consideration of the mutual promises and commitments hereinafter described, the Sweet Aviation and the Pilot agree as follows:

Section 1. Definitions. For the purpose of this agreement, the following terms shall be defined as follows:

Sweet Aviation's Address	426 W Ludwig Rd Fort Wayne, IN 46825 Facsimile: 260-489-8056 Phone: 260-489-5518 E-mail: info@sweetaviation.com
Pilot	_____ (Print name above)
Citizenship	Pilot is a U.S. citizen? Yes ____ No ____ If not what is your nationality? _____
Pilot's Address	_____ _____
	Home Phone: _____ Cell: _____
Airport	Smith Field Airport, 426 W Ludwig Rd, Fort Wayne, Allen County, Indiana, 46825
Effective Date	_____ (Insert date above)
Hourly Rental Rate	Is the published rate times the Hobbs meter units in 10 th of an hour. (1/10 th = 6 minutes)
Deductible	Is the amount published on Flight Schedule Pro that the Pilot is responsible to pay in the event of an insured loss.
Medical Date	_____ (Insert date of current medical above)
Certificate Number	_____ (Insert certificate number above)
Flight Operation	Is authorized for continental United States only.

Section 2. Aircraft Rental: Flying Membership. Beginning on the Effective Date and continuing until this Agreement is terminated as provided herein, Sweet Aviation agrees to rent from time to time pilot aircraft owned or operated by Sweet Aviation and located at the Fort Wayne Smith Field Airport for use by the member as provided herein. The duration of any aircraft rental and approval of the scope of member's flight plans shall be subject to the sole and absolute discretion of Sweet Aviation. One payment of the initial fee and the monthly dues, as identified in Section 4 hereof, the member shall be entitled to the benefits of membership in Smith Field Flyers.

Section 3. Term. The term of this agreement shall commence on the Effective Date and shall continue indefinitely until either party terminates this Agreement by giving other party at least (10) days prior written notice.

Section 4. Rental Payments; Deposit; Membership Fees. Pilot agrees to pay Sweet Aviation for each hour or portion thereof that Pilot rents an aircraft of the Aircraft Type from Sweet Aviation at the Hourly Rental Rate, which Hourly Rental Rate is subject to change by Sweet Aviation. Payment of any Hourly Rental Rate shall be due and payable immediately upon return of the rental aircraft by Pilot. In Sweet Aviation sole discretion, Pilot shall be required from time to time to provide a deposit in such amounts as Sweet Aviation deems reasonable or to provide authorization to charge/debit a credit or debit card of the Pilot to ensure prompt and full payment of all amounts due hereunder. In addition to the foregoing, the Pilot agrees to pay an initial membership fee in the amount of \$349.00("The Initial Fee") upon execution of this Agreement and to pay on the first day of each month thereafter monthly dues in the amount of \$39.99 ("The Monthly Dues"). Any amount not paid within twenty (20) days after the due date shall be subject to a \$25 late fee and shall accrue interest at the rate of one and one-half percent (1 ½%) per month until paid in full.

Section 5. Rules and Regulations. Pilot must agree to abide by the Rules and Regulations attached hereto as Exhibit B and all FARs, which may be revised, amended and/or modified by Sweet Aviation in its sole and absolute discretion from time to time upon written notice to Pilot. The Pilot hereby certifies that all statements made by Pilot in the Pilot Information Form attached hereto as Exhibit A are true and correct; that all pilot and medical certificates presented by Pilot in connection with this Agreement are valid; and that Pilot will never attempt to operate any of the aircraft owned or operated by Sweet Aviation under any pilot or medical certificate that is in a revoked, suspended, or expired status.

Section 6. Damage to Aircraft; Indemnification Obligation. The member/pilot agrees to pay for any loss incurred by Sweet Aviation and any damage to the aircraft rented hereunder due to member/pilot's negligence and/or willful or intentional misconduct, whether or not such loss or damage is covered by insurance carried by Sweet Aviation. In any event the member/pilot will be responsible for the deductible portion of any insured loss as published for the aircraft flown. The member/pilot shall defend, protect, indemnify and hold harmless Sweet Aviation and its directors, officers, employees, agents, attorneys, successors, and Sweet Aviation from all liability, claims, actions, charges, allegations, demands, administrative proceedings, costs, fines, penalties, investigations, and damages of any natures whatsoever, including attorneys' fees (hereinafter referred to as "claims"), which arise from: (a) the negligent, willful or intentional misconduct of the pilot in connection with the rental of aircraft under this Agreement and the operation thereof, (b) any breach of any representation, covenant or warranty of the pilot set forth in this agreement; and/or (c) any violation by the pilot of any law, rule, regulation or other legal requirement. Such claims include, but are not in any way limited to, claims relating to personal injury (including bodily injury and mental injury) and/or damage to, loss of use of and/or loss of any personal or real property which is caused by or arises out of the negligent, willful or intentional misconduct of the member/pilot. The indemnification obligations set forth herein shall survive the termination or expiration of this agreement. In addition, the pilot does hereby waive and release Sweet Aviation, its owners, employees, contractors and the Fort Wayne-Allen County Airport Authority and its officers and directors from and against any claims the pilot may have as a result of the operations contemplated under this Agreement, including without limitation claims for damage to property or injury to person, including death.

Section 7. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or facsimile or on the third business day following the mailing, postage prepaid, addressed to the party's address identified in Section 1 hereof. Any party hereto may change the address to which notices are to be sent by giving written notice of such change of address.

Section 8. Assignment; Sub-Rental. The member/pilot may not assign this Agreement in whole or in part, or sub-rent any aircraft/aircrafts rented from Sweet Aviation. This Agreement shall be binding upon and inure to the benefit of Sweet Aviation and its successors and assigns.

Section 9. Governing Law; Attorney Fees. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed under the laws and decisions of the courts of the state of Indiana, notwithstanding any Indiana or other conflict-of-law provision or court decision to the contrary. Both parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Indiana located in Allen County, Indiana and of the Federal Court located in the Northern District of the State of Indiana, Fort Wayne Division, in connection with any action or proceeding arising out of or relating to this Agreement. In the event of the breach of any provision of this Agreement by the pilot, the Sweet Aviation shall be entitled to reasonable attorneys' fees incurred for the enforcement of said provision, in addition to any damages for the breach thereof. The remedies provided in this Agreement shall be cumulative and no one remedy shall be constructed as exclusive of any other or of any remedy provided by law or in equity.

Section 10. Entire Agreement; Modification. This Agreement contains the entire understanding between Sweet Aviation and the Pilot, with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions expressed or implied, oral or written, except as herein contained. The express terms herein control and supersede any course of performance or usage of the trade inconsistent with any of the terms herein. Except as provided herein, this Agreement may not be modified or amended other than by an agreement in writing signed by Sweet Aviation and the Pilot. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege precluded any other or further exercise of the same or of such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any Agreement is rendered totally unenforceable thereby.

Section 11. Terms. The terms Sweet Aviation and Smith Field Flyers used interchangeably in this Agreement mean one and the same. Similarly, the terms member and pilot used interchangeably in this Agreement mean one and the same.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement.

Sweet Aviation, Inc.

PILOT: (x) _____

By: _____

By: _____

(Print name above)

Date: _____

Date: _____

Smith Field Flyers Membership Agreement

Exhibit A

Pilot Information

Name: _____ Home Phone: _____

Cell Phone: _____ Work Phone: _____

Fax Number: _____ E-mail: _____

Social Security Number: _____ Date of Birth: _____

Nationality: _____

Credit Card #: _____ Type: _____ Exp. Date: _____

Member (x) _____ Cardholder (x) _____

In Case of Emergency, Notify:

Name: _____ Telephone: _____

Address: _____

Flight Experience: _____

Date of Last Medical: _____

Class of Medical Examination: _____

Date of Last Biennial Flight Review: _____

Pilot Certification Number: _____ Date Issued: _____

Ratings Held: _____

Total Time Flown: _____

Single Engine (Over Land): _____ Multiple Engine (Over Land): _____

Single Engine (Over Sea): _____ Multiple Engine (Over Sea): _____

Tail Wheel: _____ Night: _____

Instrument: _____ Cross Country: _____

Type(s) of Aircraft Flown: _____

Last Rented an Airplane from: _____

Address: _____

Have you ever had your pilot certificate suspended, revoked, or surrendered?

Yes: _____ No: _____

If "Yes," give details on back of page, or on attached page(s).

Smith Field Flyers Membership Agreement

Exhibit B Rules and Regulations.

All scheduling and dispatching of aircraft will be under the control of the dispatcher of Sweet Aviation, Inc. The Pilot accepts the following rules and regulations that are made to safeguard him/her, any passengers, and the aircraft, and agrees to:

- 1.) Personally check the general airworthiness of the aircraft and the proper operation of all its related accessories, and personally check that the fuel tanks contain sufficient fuel for the contemplated flight, the oil is at the proper level, and the caps on the fuel and oil tanks and the cover plates giving access to the fuel and oil tanks are secure.
- 2.) Operate the aircraft in strict compliance with all applicable rules and regulations of the Federal Aviation Agency and of any state or local agencies.
- 3.) Obtain weather reports and forecasts immediately before each flight, and not to fly when ceilings or visibility are forecast to go below VFR minimums or when winds or gusts are excessive, and in no case, to exceed his/her piloting experience and ability.
- 4.) Permit no one else to pilot the aircraft except a duly authorized pilot checked and approved by Sweet Aviation, Inc.
- 5.) Land only at established airports, except as an emergency or precautionary measure.
- 6.) Operate all doors and windows of the aircraft in compliance with the manufacturer's recommendations.
- 7.) Personally see that the aircraft is properly and securely tied down at all times when parked, with control lock in place, and with windows and doors closed.
- 8.) Notify Sweet Aviation, Inc. of any malfunctioning of the aircraft, engine, instruments, or equipment.
- 9.) Unless prevented by circumstances occurring without his/her fault and beyond his/her control, the renter will return the aircraft to Sweet Aviation, Inc. within the time scheduled for his/her use of the aircraft. If return of the aircraft will be delayed beyond schedule time for any reason, the renter must notify Sweet Aviation, Inc. by telephone as soon as possible.
- 10.) Comply with all reasonable requests regarding proper entries on flight sheets, logbooks, or other reports in a complete, neat, and legible manner.
- 11.) Operate and treat the aircraft in a conservative and careful manner and return it in undamaged condition.
- 12.) In no event will the pilot operate during the day without having demonstrated his/her ability to fly the aircraft under actual day conditions and has made at least 3 day take-offs and landings during the preceding 60-day period.
- 13.) In no event will the pilot operate during the night without having demonstrated his/her ability to fly the aircraft under actual night conditions and has made at least 3 night take-offs and landings during the preceding 60-day period
- 14.) Not fly the aircraft in violation of the renter's pilot certificate or in violation of the airworthiness certificate of the aircraft.
- 15.) Not operate the aircraft in any manner outside the coverage afforded by the liability insurance obtained by Sweet Aviation, Inc. Renter's insurance is required to cover renter against pilot error.
- 16.) Accept charges of a minimum of three (3) flight hours per twenty four (24) hours. If the Hobbs meter exceeds the above per day minimum times the pilot is responsible for the additional expense.
- 17.) Not take the aircraft outside the continental United States unless otherwise agreed on by Sweet Aviation and the Pilot.
- 18.) Supply Sweet Aviation with a copy of his/her pilot certificate, as well as a copy of the required renter's insurance which has a personal property coverage of two hundred and fifty thousand (\$250,000) per incident, twenty five thousand (\$25,000) per person and five thousand (\$5,000) hull coverage.
- 19.) This Agreement is subject to revision, amendment, or change if determined necessary by Sweet Aviation, Inc.

Pilot: _____
(Print name above)