

## Horton Aviation Client Information Form

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Cell: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Home: \_\_\_\_\_

Citizenship: \_\_\_\_\_ Work: \_\_\_\_\_

Driver License: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Passport #: \_\_\_\_\_ Date of Issue: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

**Please bring passport or birth certificate, driver license and pilot and medical certificates to your first lesson.**

### Certificates & Ratings (photocopy)

FAA Pilot Certificate # \_\_\_\_\_

Medical Certificate Class: \_\_\_\_\_ Date \_\_\_\_\_

Flight Review Date: \_\_\_\_\_

Total Time: \_\_\_\_\_

Multi-Engine Time: \_\_\_\_\_

I certify that the information provided on this page is true and complete to the best of my knowledge.

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

**HORTON AVIATION  
ON-FILE CREDIT CARD AUTHORIZATION FORM**

Pilot/Renter Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV/Security Code: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Billing Address \_\_\_\_\_ Zip: \_\_\_\_\_

I authorize Horton Aviation to keep my credit card on file and to charge the applicable rental and instruction fees at the time of service.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Horton Aviation, LLC Aircraft Rental Agreement

Welcome to Horton Aviation! This Rental Agreement is between \_\_\_\_\_ (“Pilot”) and Horton Aviation, LLC (“Horton Aviation”) regarding the use of aircraft owned by or operated by Horton Aviation.

1. **Insurance:** While flying Horton Aviation aircraft, Pilot has limited liability coverage (up to \$100,000). The aircraft has physical damage coverage, but Horton Aviation is the named insured and the insurer may choose to seek reimbursement from a pilot whose actions cause damage to the aircraft. All Pilots are required to cover the insurance deductible of \$1,000. **Horton Aviation strongly recommends that you acquire a “Pilot Renter Insurance”** policy to increase liability coverage, cover the insurance deductible and cover any physical damage & potential loss of use of the aircraft. Renter insurance is available through AOPA, Avemco and other providers. If you have renter insurance, please forward a copy of the insurance certificate to Horton Aviation and provide the policy information below:

Aircraft Rental Insurance Provider: \_\_\_\_\_

Policy Number: \_\_\_\_\_

2. **Aircraft Checkouts:** Pilots must be checked out in each model aircraft they fly. Checkouts must be conducted by a Horton Aviation instructor. If a Pilot holds an instrument rating and wishes to have instrument privileges, an instrument checkout must be completed.
3. **Pilot Currency.** Pilots must log 6 takeoffs & landings in a 60-day period to be considered current in a single engine airplane, and 6 takeoff & landings in a 45-day period to be current in a multi-engine aircraft. In the event currency is not maintained a Horton Aviation proficiency check will be required. A multi-engine aircraft will not maintain single engine currency or vice versa.
4. **Medical and Flight Reviews:** All Pilots are required to maintain current & valid pilot and medical certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting Horton Aviation aircraft.
5. **Aircraft & Instructor Scheduling:** Pilot may schedule aircraft rental & instruction by phone or text to Horton Aviation (310) 924-1647. The schedule can be confirmed through Flight Schedule Pro. Pilots will receive online access once registered in the system. For all cross-country flights please include your route and destination airports when scheduling an airplane.
6. **Aircraft Rental Minimums:** Hourly rental minimums apply to all scheduled flights. The Aircraft Rental Minimum is one-third of the scheduled time. For reservations greater than 8 hours, the rental minimum is 3 hours per any 24-hour period. For example, if an aircraft is reserved from 8:00 am to 2:00 pm (6 hours) the minimum charge is 2 hours.

7. **Aircraft or Instructor Cancellations/Changes:** If you are unable to use the aircraft at the time scheduled or are unable to keep a scheduled lesson, please call or text Horton Aviation as soon as possible so we can free the aircraft/instructor for other pilots. Unless due to weather or other safety condition, failure to cancel a reservation with 24-hour notice will result in a 1 hour charge. If you have not shown up for your scheduled flight time, the aircraft will be made available for other rentals after 30 minutes. Horton Aviation reserves the right to change your reservation to another aircraft of the same model without notification. If your scheduled airplane has gone in for maintenance and there is not another airplane of the same model, we will contact you.
8. **Aircraft Charges & Payments:** Pilot agrees to pay for the number of hours chargeable to Pilot as determined by the greater of the Hobbs meter on the aircraft or the applicable Aircraft Rental Minimum. Payment for all rent & instruction service is required at the time of service. Horton Aviation accepts Visa, MC, American Express, Discover, checks, electronic debit (ACH) or cash. Additionally, Pilot agrees to pay the following:
  - The instructor fee for the time Pilot is with the instructor during the lesson.
  - Any landing fee or ramp/parking fee while the aircraft is operated by Pilot away from John Wayne Airport
  - Any fine/penalty charged against the aircraft, pilot or passenger while being operated by or in the possession of Pilot.
  - The actual charges incurred in retrieving the aircraft, including pilot time at double the hourly rate, if the aircraft is not returned to John Wayne Airport without the express consent of Horton Aviation.
  - All expenses incurred by Horton Aviation in collecting payments due under this Rental Agreement, including attorney fees.
  - The value of repair for all damage to the aircraft and resultant loss of use.
9. **Smoking/Pets:** There is no smoking allowed in or near any of the aircraft. No pets are allowed in the aircraft.
10. **Property in Aircraft:** Horton Aviation is not responsible or liable in any manner for loss or damage to Pilot's property left, stored or transported in the rented aircraft.
11. **Over Water Flights:** Flights over water beyond power-off gliding range to land are prohibited, except for flights to Catalina Island after a checkout has been completed prior to departure. Life vests are required.
12. **Fuel Reimbursement:** All fuel and oil purchased outside ACI Jet will be reimbursed at ACI Jet's current rate or less; whichever is applicable. Horton Aviation does not pay for landing, tie down, or other miscellaneous taxes and service charges.
13. **Maintenance Discrepancies during Rentals:** Upon noting discrepancy, call/text Horton Aviation immediately (310) 924-1647 for further instructions. Pilot is not permitted to attempt to repair any part of the airplane or its accessories but will contact Horton Aviation immediately upon noting the maintenance discrepancy. All off-site maintenance must be authorized by Horton Aviation prior to any maintenance being performed on the aircraft.

14. **Prohibited Maneuvers:**

- No pilot will perform spins nor any maneuver prohibited by the applicable aircraft flight manual while operating Horton Aviation aircraft.
- No pilot will perform single-engine go arounds in a multi-engine aircraft.
- Aerobatic maneuvers may not be performed in any Horton Aviation aircraft at any time
- Minimum altitudes will be consistent with Federal Aviation Regulations; However, in no case shall an aircraft be operated below 1,000 feet AGL except during takeoff and landing.
- No landings on other than paved runway surfaces. For example, no landing on grass or dirt strips. This rule does not apply in the event of an actual emergency.

15. **Airports with Limitations:** The following airports will need a special dispatch and authorization by a Horton Aviation instructor prior to operating at these airports.

- Big Bear
- Mammoth
- Catalina Island

16. **Flights Outside the United States:** Any flight outside the United States must receive written authorization from Horton Aviation prior to the flight.

17. **Securing of Aircraft:** At the end of a flight, the aircraft must be returned to the ramp at ACI Jet (east) or secured at an appropriate parking spot at an airport other than John Wayne Airport, pushed back by using the tow bar, gust lock installed, windows closed. Pushing on the spinner or pushing on the tail of the aircraft are prohibited methods of pushing the airplane back. Chalk the aircraft when parking – do not leave the parking brake on.

18. **Preflight:** Pilot will inspect and make a ground check of the aircraft, its equipment and accessories before takeoff and will not accept said aircraft unless he/she is satisfied as to its airworthiness and proper functioning of all equipment and accessories. Pilot agrees that by accepting the aircraft, he/she agrees that they have completed a preflight inspection and found the aircraft and its components to be airworthy.

19. **Dispatch Book:** Each aircraft has an assigned dispatch book which includes a time-sheet & squawk sheet. Each Pilot shall complete the time-sheet for their period of use and indicate the date, their name, the starting and ending Hobbs time and Tach (G1000 flight) time. Please also indicate the number of gallons of fuel added and oil added, as this helps us track oil consumption and the health of the engine.

20. **Squawks:** If Pilot notices any item that is not functioning normally, he or she shall list the discrepancy on the squawk sheet included in the dispatch book for each flight.

21. **Aircraft Use:**

- Horton Aviation rental aircraft will be used for the purpose of pleasure flying, training and instruction only. Flights for the purpose of compensation or hire are prohibited.
- The Pilot who has received an aircraft checkout is the only pilot that is authorized to fly the airplane.
- Instruction in Horton Aviation aircraft may only be provided by Horton Aviation instructors. Instruction in Horton Aviation aircraft by any other flight instructor is strictly prohibited.
- Pilot will observe all Federal Aviation Regulations and all federal, state and local laws and regulations.
- Pilot agrees to use a maximum power setting during cruise of 75% for DA40 aircraft and 80% for DA42 aircraft.
- DA42 aircraft burn Jet-A fuel. Ramp personnel at some airports are unfamiliar with DA42 aircraft and may try to fuel a DA42 with 100LL Avgas, which could cause nearly simultaneous multiple engine failure. To prevent this possibility, when ordering fuel, Pilot must wait for the Jet-A truck to arrive. Only after observing the Jet-A truck arrive, may pilot leave the aircraft.
- Pilot agrees to ensure that flights terminate with a minimum of 8 gallons of usable fuel for DA40 aircraft and 10 gallons usable for DA42 aircraft.

22. **Battery Failure due to Master Switch:** In the event the master switch or overhead light switch is left on by a pilot causing a dead battery, he or she will be charged \$200 for the repair. The overhead dome and map lights are on a hot bus and will drain the battery if left on. If the light bulb is burned out and the switch is in the "on" position, the battery will be drained. Always check the light switch at the end of each flight to confirm the switch is in the "off" position.

23. **Indemnity, Waiver & Release:** Pilot agrees to indemnify and hold harmless Horton Aviation, its members, managers, officers, and employees against all loss and damage occurring to Horton Aviation or third parties as a result of operation of the aircraft by Pilot. Pilot understands there is a risk of injury in aircraft operations and from participation in aircraft activities. While FAA regulations, Horton Aviation rules, personal discipline and care may reduce the risk, risk still exists and is accepted and assumed by Pilot. Therefore, Pilot knowingly and freely assumes such risk, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees, and any and all other expenses and damages resulting from injury to Pilot.

24. **Entire Agreement:** This Rental Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or

contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. This Agreement shall be modified or amended only by a writing signed by all parties hereto.

25. **Severability:** If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**I understand and have read all the above policies and agree to them.**

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**Signature**

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**Date**