Twin Oaks Aircraft Rental

Rental Agreement
and Liability Release

This Aircraft Rental Agreement ("Agreement") is a legally binding contract entered into between Northwest Wings, LLC dba Twin Oaks Aircraft Rental ("Twin Oaks") and the undersigned pilot, student pilot, and/or parent or legal guardian of a minor student ("Renter"). This Agreement establishes the foundational terms and liabilities governing all subsequent dispatches, rentals, and physical operations of Twin Oaks' aircraft by the Renter.

Renter Full Name:		**Date of Birth:**	
Pilot Certificate #:		**Medical/BasicMed Date:**	
FSP Account Email:		**Emergency Contact Name:**	
Phone #:		**Emergency Phone #:**	

1. DEFINITIONS, STATUS, AND SCOPE OF AGREEMENT

1.1. Renter Status: 'Renter' is defined as a certificated pilot or student pilot in good standing whose credentials, identification, and training profiles have been fully vetted and approved by Twin Oaks for aircraft rental operations.

1.2. Minor Students: If the Renter is a minor, a parent or legal guardian must co-sign this Agreement, legally binding both themselves and the estate of the minor to all terms, parameters, and financial liabilities herein.

1.3. Precedence of Documents: The Renter explicitly agrees to strictly comply with all policies, wind limits, operational mandates, and procedural rules contained within the Twin Oaks Aircraft Rental Flight Operations Manual (FOM), as may be amended from time to time. The FOM is hereby incorporated directly into this Agreement by reference.

2. PILOT CURRENCY, EXPERIENCE, AND PIC AUTHORITY

2.1. FAA and Twin Oaks Currency Standards: The Renter warrants that they are fully current and proficient as defined by the Federal Aviation Regulations (FARs) for the specific type of flight profile to be undertaken. Furthermore, the Renter must meet the more stringent currency requirements detailed in the FOM, including logging flight time in the specific make and model within the preceding 90 days, or successfully completing a recurrency flight review with a Twin Oaks-approved Certified Flight Instructor (CFI) prior to dispatch.

2.2. PIC Operational Responsibility: The Renter is considered the designated Pilot-in-Command (PIC) and is solely responsible for the safe operation, passenger safety, and physical custody of the aircraft at all times, unless a Twin Oaks-approved CFI is on board acting as a required flight crewmember.

2.3. Subsystem Familiarization: The Renter acknowledges complete familiarity with the aircraft, its subsystems, limitations, and standard operating procedures prior to executing an engine start.

_____
(*initial*)

Twin Oaks Aircraft Rental

Rental Agreement and Liability Release

3. FLIGHT SCHEDULING, DISPATCH, AND RETURN POLICIES

3.1. Digital Dispatch Compliance: The Renter must maintain an active, fully updated profile on Flight Schedule Pro (FSP), including copies of all current medicals, pilot certificates, and valid renter's insurance. The Renter must execute the formal electronic check-out and check-in process on FSP and manually complete all required operational logs in the physical aircraft binders for every flight.

3.2. Rental Rate and Meter Calculations: The Renter shall pay for the use of the aircraft at the current posted rates charged by Twin Oaks, calculated strictly via the aircraft's Hobbs Meter.

3.3. Minimum Rental Windows: Flights scheduled for extended periods are subject to a minimum rental charge equal to one-half (1/2) of the scheduled time block, or the actual usage logged, whichever is greater. Maximum rental durations must be approved individually by Twin Oaks management.

3.4. Late Returns and Avoidable Discrepancies: The Renter must return the aircraft at the scheduled time. Late returns due to avoidable circumstances are subject to financial penalties for lost company revenue as outlined in the FOM. Unforeseen adverse weather or mechanical delays require the Renter to secure the aircraft immediately and contact Twin Oaks management at (503) 451-3480 for operational instructions.

4. OPERATIONAL AND GEOGRAPHICAL RESTRICTIONS

4.1. Compliance with Laws: The Renter shall strictly comply with all federal, state, and local aviation regulations, laws, and ordinances governing the possession, preflight, and operation of the aircraft.

4.2. Prohibited Operations: The aircraft shall not be used or operated under any circumstances for: (a) any race, speed test, stunt, or competitive contest; (b) the transportation of persons or property for hire, or any commercial purpose; (c) towing any object, banner, or glider; (d) flight training or instruction, unless explicitly authorized in writing by Twin Oaks management; (e) any illegal purpose or flight profile prohibited under Section H of the FOM; (f) operation outside the territorial boundaries of the United States, unless explicit written approval is granted by Twin Oaks management; or (g) operations at any airfield or surface designated as a Prohibited Airport or Runway within Section C(2) of the FOM.

5. MAINTENANCE, SQUAWKS, AND AIRCRAFT CARE

5.1. Pre-Existing Damage and Inspections: The Renter shall return the aircraft in the exact condition it was received, subject only to ordinary wear and tear. The Renter must thoroughly inspect the aircraft during preflight and report any undocumented cosmetic or structural damage to Twin Oaks via text prior to engine start, or accept full financial responsibility for such damage upon post-flight inspection.

5.2. Tampering and Unauthorized Repairs: The Renter shall not tamper with, adjust, alter, or attempt to repair any part of the aircraft, engine, avionics, or accessories.

5.3. Off-Station Squawk Protocol: Any mechanical discrepancy affecting safety or airworthiness must be reported immediately to Twin Oaks management at (503) 451-3480. The Renter is strictly prohibited from authorizing an off-station mechanic or repair facility to work on the aircraft without the express written consent of Twin Oaks management.

5.4. Ramp Fees and Securing the Fleet: The Renter is solely responsible for properly securing the aircraft at home base or outstations using all chocks, control locks, pitot covers, and tie-down ropes. All third-party parking, tie-down, hangar rental, landing, or engine pre-heating fees incurred during the rental period are at the Renter's personal expense.

_____
(*initial*)

Twin Oaks Aircraft Rental

Rental Agreement and Liability Release

6. INSURANCE REQUIREMENTS AND DAMAGE LIABILITY

6.1. Non-Owned (Renter's) Insurance Mandate: The Renter must secure, maintain, and provide verification of a valid non-owned aircraft insurance policy from a licensed aviation insurance carrier. This coverage must remain active during all solo flight operations.

6.2. Minimum Hull Damage Coverage Requirements: Renter policies must meet or exceed the following hull damage minimums based on the fleet aircraft rented:

6.2.1. Cessna 150 Fleet: Minimum hull damage coverage of $40,000.00

6.2.2. Cessna 172 Fleet: Minimum hull damage coverage of $75,000.00

6.2.3. VAN'S RV12iS Fleet: Minimum hull damage coverage of $75,000.00

6.2.4. Piper PA-23 Apache: Minimum hull damage coverage of $75,000.00

6.3. Financial Liability and Deductibles: The Renter is fully responsible for any property damage sustained by the aircraft outside of ordinary wear and tear, regardless of cause. This includes complete financial responsibility for paying the full insurance deductible of Twin Oaks's commercial hull policy.

6.4. Pilot Error Damage: The Renter is fully liable for flat-spotting, structural destruction, or blowout of aircraft tires caused by pilot error or inappropriate braking techniques, as determined in the sole discretion of Twin Oaks management.

7. FINANCIAL TERMS, PAYMENTS, AND FUEL REIMBURSEMENTS

7.1. Immediate Payment Due: All aircraft rental fees and instructor fees are due and payable immediately upon the completion of the flight, unless prior written financing arrangements have been approved by Twin Oaks management. Flights returning after operational hours must be paid in full by the next business day.

7.2. Past Due Accounts: Accounts remaining unpaid are subject to immediate finance charges. Past due balances must be settled in full before the Renter will be permitted to schedule or dispatch subsequent aircraft rentals.

7.3. Dishonored Checks: Any check returned or dishonored by a financial institution will be assessed an administrative processing fee up to the maximum legal limit, not to exceed $50.00.

7.4. Off-Station Fuel Adjustments: The Renter is responsible for maintaining safe fuel and oil levels. Fuel and oil purchased away from Twin Oaks Airpark (7S3) will be credited to the Renter's account at the current Twin Oaks retail price, or the actual price paid, whichever is lower. Renter must submit an itemized receipt and a text photo of the fuel pump readout to (503) 451-3480 to process the credit.

7.5. Cleaning Penalties: A mandatory $200.00 cabin cleaning fee will be assessed if the Renter or their passengers vomit inside the aircraft without utilizing the provided complimentary airsickness bags.

8. INDEMNIFICATION, HOLD HARMLESS, AND LEGAL GOVERNANCE

8.1. Indemnification Clause: The Renter, individually and on behalf of his or her estate, heirs, and executors, agrees to defend, indemnify, and hold harmless Twin Oaks from any and all liabilities, claims, losses, personal injuries (including death), and property damage arising out of, or in connection with, the Renter's possession, operation, and utilization of the aircraft.

8.2. Passenger Waiver Mandate: The Renter agrees that they will not permit any passenger to board a Twin Oaks aircraft unless that passenger (or their legal guardian, if a minor) has executed a separate, standalone Twin Oaks Passenger Liability Release Form. If the Renter fails to secure a signed Passenger Liability Release Form prior to flight, the Renter agrees to assume sole, primary, and

_____
(*initial*)

absolute financial responsibility for any claims, lawsuits, or demands brought against Twin Oaks by said passenger(s), including paying all of Twin Oaks' legal defense fees from day one.

8.3. Limitation of Liability and Waiver of Consequential Damages: Twin Oaks' total liability for any claim arising out of this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall be strictly limited to a refund of the rental fees paid by the Renter for the specific flight giving rise to the liability. UNDER NO CIRCUMSTANCES SHALL TWIN OAKS BE LIABLE TO THE RENTER, THEIR PASSENGERS, GUESTS, OR HEIRS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR ALTERNATE TRANSPORTATION COSTS, EVEN IF TWIN OAKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4. Citations and Violations: The Renter shall hold Twin Oaks harmless from any parking, operational, civil, or criminal citations issued by governmental or airport authorities during the Renter's rental window.

8.5. Attorney Fees and Collection Costs: In the event that suit or legal action is instituted by Twin Oaks to recover possession of an aircraft, enforce any covenant or condition of this Agreement, or collect any outstanding funds, damages, or fees, the Renter agrees to pay all costs and reasonable attorney fees, including any expert fees or litigation costs, incurred by Twin Oaks in such legal actions.

8.6. Governing Law, Jurisdiction, and Venue: This Agreement shall be construed, interpreted, and governed strictly according to the laws of the State of Oregon, without regard to conflict of law principles. The Renter explicitly agrees that any legal suit, action, or proceeding arising out of or relating to this Agreement, the FOM, or the use of Twin Oaks' aircraft must be instituted exclusively in the state or federal courts located in Washington County, Oregon. The Renter irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or inconvenient forum.

8.7. Severability and Integration: This Agreement and the referenced FOM constitute the entire agreement between the parties, superseding all prior negotiations or agreements. If any single clause is found unenforceable by a court of law, the remaining provisions shall remain in full legal force.

8.8. CFI Record Keeping Disclaimer: Twin Oaks shall not be held responsible for any educational, flight, or endorsement record-keeping required by the FAA, TSA, or Alien Flight Student Program (FTSP) pertaining to independent instructors and their students. Each CFI is individually responsible for their own regulatory record-keeping compliance.

_____
(*initial*)

Twin Oaks Aircraft Rental

Rental Agreement
and Liability Release

9. PILOT FLIGHT EXPERIENCE AND BACKGROUND HISTORY VERIFICATION

Total Flight Hours: _____ Total PIC Hours: _____ Total Dual Given: _____ Total MEL Hours: _____

Background History Questions	YES	NO
Have you ever been involved in an aviation accident, incident, or regulatory violation?	[ ]	[ ]
Have you ever been penalized or cited for a Federal Aviation Regulation (FAR) violation?	[ ]	[ ]
Has any aviation insurance company or underwriter ever canceled, declined, or refused to renew coverage?	[ ]	[ ]
Have you ever been convicted of operating a motor vehicle or aircraft under the influence of substances or reckless driving?	[ ]	[ ]
Has your driver's license ever been suspended or revoked, or have you ever been convicted of a felony?	[ ]	[ ]
Have you ever been convicted of, or are you currently under indictment in a legal action involving, controlled substances?	[ ]	[ ]

Explanation for any 'YES' answers noted above:

10. RENTER ACKNOWLEDGMENT AND LEGAL BINDING STATEMENT

BY ATTACHING YOUR SIGNATURE BELOW, YOU CERTIFY THAT YOU HAVE READ, COMPLETELY UNDERSTAND, AND EXPLICITLY AGREE TO BE LEGALLY AND FINANCIALLY BOUND BY ALL THE TERMS, LIABILITY CLAUSES, INSURANCE REQUIREMENTS, AND OPERATIONAL RESTRICTIONS DETAILED WITHIN THIS RENTAL AGREEMENT AND THE INCORPORATED TWIN OAKS AIRCRAFT RENTAL FLIGHT OPERATIONS MANUAL

RENTER / PILOT

(Date)

(Signature)

(Name)

PARENT / LEGAL GUARDIAN
(If Renter is a Minor)

(Date)

(Signature)

(Name)

(*initial*)