

## Rental Contract

Contract between parties named in the contract:

**Rental Company, named "A":**

MillenAir Glider Rental  
Peter Millenaar  
De Schoof 9  
7908NS Hoogeveen  
The Netherlands  
info@MillenAir.nl / +31 627354004

**Renter, named "B":**


### 1. Object of the contract

Subject matter of the contract is the commercial rental of the following glider and equipment:

**Glider type: JS-3 RES / Serial number: 03-103**

**Registration: D-KPEM / Callsign: PM**

**Including Cobra trailer (plate **xx-xxx-xx**), accessories, including third-party liability insurance and comprehensive insurance for the glider with an excess of 2500 EUR;**

also named "the subject", "the glider", "JS-3" and "the trailer".

A is committed to provide the glider, including all necessary accessories for operation (see Appendix 1, Appendix 2) from the beginning of the rental period in **(location of handover)**, ready for flying and airworthy.

The parties agree to carry out an inspection of the glider together at the time of handing over, and to record the condition (see Appendix 2). This protocol has probative value. In case of absence of A, A will nominate a substitute.

In case of a disagreement concerning the content of the protocol, the points concerned shall be highlighted and photos for documentation shall be made.

### 2. Rental period, charges and fees

All prices in this contract exclude VAT. For private customers without VAT-number, the VAT-rate is 21%.

The agreed rental fees are:

**xxx EUR per rental day**

For self-launches, a charge of 20 EUR per launch (max 600m AAL).

B intends to fly the glider at the **(name and location of the event)**.

B commits that the glider will only be flown in **15m / 18m** configuration.

Please initial (A&B):

B commits himself to a pre-payment of 25% of the complete rental fee within 7 days after signing the contract, otherwise the glider can be reassigned by A and the contract becomes invalid.

B agrees to transfer a security deposit of 3000 EUR, latest at handover, and return the glider after the rental period to A in equivalent condition. The deposit will be refunded immediately\*, if the glider is passed back without deficiencies or damages and or open amounts;

\*Note: A will charge 50 EUR/hour for cleaning and maintenance if the glider and/or trailer is not in proper and clean condition at the return. The deposit will be decreased by the cost for self-launches at the rate specified under Chapter 2. For late returns a rate specified in Chapter 6 is applied. Any costs for fuel, electricity and oxygen have to be paid by B.

**Rental period:**

Pickup: xx/xx/2020, location: (location, time)

Return: xx/xx/2020, location: (location, time)

For this period of (xx) days, the total agreed rental fee is: (xxxx,- EUR excluding/including VAT)

**Payment schedule:**

25% of the rental charges within 7 days of signing the contract.

75% of the rental charges latest 3 months before the start of the rental period.

A deposit of 3000 EUR is to be paid at or before handover (100% refundable in case of no damage or other open amounts).

Please transfer the appropriate amounts to the following account:

Account holder name: MILLENAIR

Bank: KNAB

SWIFT(BIC): KNABNL2H

IBAN: NL51 KNAB 0207 8024 75

**3. Cancellation policy**

Cancellation by B:

In case of cancellation of a confirmed rental, B is obliged to cancel at least 3 months before the first rental day. In this case, A will refund all payments for this rental contract to B, except the amount of 25% pre-payment.

If the contract is cancelled by B within 3 months before the first rental day, the full rental fee becomes due, unless B proves that A can rent out the glider to someone else in the given period, or B is able to find a new renter to take over the original rental period.

Cancellation by A:

A may cancel the contract only if the glider is in a not-airworthy condition due to an accident of previous renters, or if there is any sign that B made false statements in the

contract and/or if B is unreliable or considered not properly qualified as per Chapter 4. In this case A will refund all payments for B.

#### **4. Flight Authorization / Provisions**

B confirms to be holder of a valid glider pilot license, a valid medical certificate, as well as a valid rating (launch type) for this glider (D-registered). B further commits not to leave the glider in the hands or possession of third parties. The use of the glider is only permitted to B.

B has a total flight experience of at least 500 hours on gliders, including 50 hours within the last 12 months before the rental period, and 50 hours of flight time on a similar type (all experience as pilot in command). If aforementioned limits concerning launches and hours are not fulfilled, a briefing and sufficient training flights (before the competition) are mandatory. In case of doubt, a check flight may be required. A has the right to deny or revoke the rental contract at any time if there is serious doubt about the flying- or airmanship qualities of B.

B commits himself to treat the glider carefully like his/her own, and to operate it in accordance with the valid Manufacturer's Flight Operations Manual as well as in compliance with the applicable Aviation Regulations or possible other legal or regulatory requirements. Intentional spinning and aerobatics are not permitted and may forfeit some or all of the deposit.

B is responsible for complying with the applicable national law of the states where the glider is operated. We particularly point out that this glider is not equipped with an ELT. Therefore it is only permitted in certain states (e.g. Austria) to be operated in the vicinity of an airfield. B is responsible for assessing and maintaining airworthiness of the glider during the entire rental period.

B confirms that the person and the vehicle towing the trailer have a valid license/permission to do so. The maximum permissible mass of the trailer is 1300kg. B ensures that he shall comply with the maximum speed limits of a trailer combination for each different country, and B is responsible to pay any traffic fines arising during the rental period.

#### **5. Insurances / Damage / Repairs**

A declares that the glider is sufficiently insured against third party liability risks with a statutory coverage. A further explains that an own damage insurance on hull exists. The deductible amount is 2500 EUR with a no-claim bonus of 15%. These insurances remain valid during the rental period.

In case of damage, B will reimburse A all incurred costs not covered by the insurance, such as the deductible, the no-claims bonus and the additional premium of the comprehensive insurance. In case of multiple renters sharing this contract, all of them are liable for all obligations under this contract jointly.

The trailer has a liability insurance. B is responsible to ensure that the vehicle used to tow the combination is properly equipped, certified and insured to tow the glider and its trailer (please note, in some countries it is compulsory to declare to the car insurance company that you wish to tow a trailer weighing more than 750KG – the specific trailer details need to be provided to the car insurance company in advance).

B commits himself to repair any damage not covered by insurance benefits, properly and professionally on his own expenses, at an EASA licensed (glider) workshop with certified technicians. In any case B is obliged to bring the glider in a condition equivalent to the condition at rental begin except wear by normal contractual use.

In case of substantiated reason to suspect that incorrect usage (on ground or in the air) of the glider (incorrect ground handling, hard landing, ground loop, gear up landing on grass or the like) led to a hidden damage, B commits himself to induce an inspection by expert and licensed personnel. B takes notice of the fact, that he will be called to account for possible consequential losses.

In case of an engine or battery failure, it can be assumed that the glider is still usable as a glider. In this case the rental price is reduced by 30 EUR per flying day with unusable engine. A right to cancel the contract cannot be derived from the fact that the engine is not usable during the rental period.

B must obtain agreement in writing from A before any minor modification, repair, replacement, tuning, or elimination of defects. No drillings, bonding or suction cups, no connection of additional instruments with changes to pressure tubes and/or electrical circuit.

Should any technical or other problems arise with the glider or trailer during the rental period, B is obliged to contact one of the given contact details, preferably +31 627354004 (Peter Millenaar, also on WhatsApp) and/or info@millenair.nl to report and coordinate the solution of the problem at the earliest convenience.

## **6. General terms and conditions, techniques and operating rules**

### **Engine use**

Engine use as sustainer is free of charge. For self-launching a 20 EUR fee per launch (max 600m AAL) will be charged to compensate for the high battery-wear of this launch method. The purpose of the engine as sustainer is ONLY for a safe recovery to the home airfield, suitable diversion airfield or suitable out-landing field in range, and to avoid potential out-landing damages. The engine should not be used for anything else. A short daily test run may be made. Using the engine for recreational purposes (e.g. low passes, extending flying time on non-thermic days, etc...) is charged at a rate of 3 EUR per engine minute. In case of serious misuse of the engine, B will forfeit some or all of the deposit.

Only the by A supplied chargers may be used to charge the engine and avionics batteries. No use of third-party chargers. No adjustments at the engine, engine pylon or limit-switches may be made without written permission from A.

### **Cleaning and washing**

The glider must only be washed with fresh water. No soap may be added to the water, in order not to remove the protective UV/wax layer. For daily cleaning, please provide the supplied cleaning sponges specifically dedicated and separated for (lower-) fuselage or wing-use. Cleaning of the canopy may only be done with abundant clean water (strictly no dry-wiping!) and the dedicated canopy-sponge and -chamois.

For waxing, preferably use the supplied Aerolack One-in-One. You may use your own wax provided this is communicated in advance, in writing and approved by A. It is strictly forbidden to use aerosols such as Pledge or Beeswax (or other “furniture care products”, non-exhaustive) which contain Silicones. In case of proven non-compliance, B will forfeit some or all of the deposit.

### **Overnight storing**

The glider can be stored in the trailer, in a hangar or outside. Leaving the glider outside overnight can be done under the sole responsibility of B and when doing so, it is mandatory to use the all-weather covers and to tie-down the glider properly using the supplied ground anchors or water tanks. It is forbidden to park the glider overnight with water ballast inside the wings or tail\*. Dump-able water ballast must always be removed completely. \*Note: in regards of the non-expendable tail tank, serious caution should be given when parking the glider overnight in low temperatures with water in the tail trim-tank. This water could become supercooled and may freeze during your next flight!

### **Mandatory use of provided loggers and instruments**

The glider is equipped with a main IGC recorder (LX9070) and a back-up IGC recorder (S10) and a PowerMouse Flarm. It is forbidden to fly without an active flight recorder and Flarm. The main and back up logger must be turned on and logging at 1s interval during all flights. It is forbidden delete or modify any flight from the main or back-up logger. A is allowed check IGC-files. A may order B during the rental period to provide IGC-files within 48 hours. If unable to comply, B may forfeit some or all of the deposit.

No removal of, or change of instruments or avionics in the glider. No wired connection of alien devices to instruments or connection to the onboard power network. No drilling, bonding, taping or use of suction cups for mounting of own-devices.

### **Use of the bugwiper system**

The use of the bugwiper system is at the sole risk of B. In case of a loss of a bugwiper, and/or damage to the glider, B will be charged (from the deposit) the complete cost including shipping charges to arrange replacement. B will be the sole responsible for any damage caused on ground (note: the bugwipers may be marked with A's contact details).

### **Return of the glider**

The rental period can be followed immediately by another rental period; therefore, the glider must be returned to A within the lease terms, in clean condition ready for the next rental period. If unable to comply, B may forfeit some or all of the deposit. Failure to return the glider on time may result in charges of 50 EUR per hour or 500 EUR per day. Deviations from this rule must be agreed separately in writing.

Please initial (A&B):

**7. Other agreements:**

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**8. Personal details of the PIC, renter (B):**

Glider pilot license: \_\_\_\_\_

Date of issue: \_\_\_\_\_

Valid until: \_\_\_\_\_

Medical valid until: \_\_\_\_\_

Gliding hours total: \_\_\_\_\_ Last 12 months: \_\_\_\_\_

Gliding launches total: \_\_\_\_\_ Last 12 months: \_\_\_\_\_

Self-launches total: \_\_\_\_\_ Last 12 months: \_\_\_\_\_

Hours 15/18m class: \_\_\_\_\_

Flying hours on the rented- or similar type: \_\_\_\_\_

Flying hours in mountains: \_\_\_\_\_ Last 12 months: \_\_\_\_\_

Please report any incidents or accidents in flying history with brief description:

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Please enclose a copy of your medical certificate, glider pilot license, your logbook (last 12 months) and a copy of your passport or ID-card.

**9. Invalidity**

Should any provision of this contract be or become invalid, thereby the validity of the remaining provisions shall not be affected. The relevant invalid provision shall be replaced by a valid provision which meets the original economical intention at the best. The same applies, if the agreement should have a loophole.

**10. Final provisions:**

1. No other agreements do exist between the parties. Changes and additional agreements to this contract must be made in written form and attached to this contract.
2. Jurisdiction is Hoogeveen, The Netherlands.
3. Disputes arising from this agreement will be governed solely by Dutch law.

Location, date:

\_\_\_\_\_

Signature Renter (B):

\_\_\_\_\_

Location, date:

\_\_\_\_\_

Signature MillenAir Rental (A):

\_\_\_\_\_

Please initial (A&B):

# Appendix 1

Handover protocol, equipment list

JS-3 RES

D-KXPM

Renter (B): \_\_\_\_\_

Rental period: \_\_\_\_\_

Inside the cockpit & parachute	OK	NOT OK	Remarks
Main pin with pouch			
Avionics batteries			
Pitot and TE probes			
Exterior Flarm antenna (lower fuselage)			
National Flat parachute navy blue			
Zippered storage bag			
Outdoor covers & tie-down equipment	OK	NOT OK	Remarks
Fuselage cover			
Left inner wing			
Left 15/18m tip			
Right inner wing			
Right 15/18m tip			
Vertical tail fin			
Horizontal stabilizer			
2 Cover storage bags			
2 Wing cover compacting belts			
Canopy cover			
2 Tie-down straps			
2 Ground anchors			
Pitot- and TE-probe plugs			
Ground handling equipment, cleaning & daily use accessories	OK	NOT OK	Amount/Remarks
Tail dolly			
Tow-bar with lifting device			
360° wing wheel			
Tail wheel retraction-pin			
Tow rope			
Bucket			
Sponges			
Chamois			
Muggenwech™			
Wing wiper			
Cleaning paper			
Cleaning dissolvent fluid			
Nitto tape 19mm			
Kroon grease			
Aerolack wax & cloths			

Please initial (A&B):

Wing water pumps			
Tail water pump			
Gardena digital water meter			
Water cans large (28L)			
Water can small (10L)			
<b>Spare parts &amp; tools</b>	<b>OK</b>	<b>NOT OK</b>	<b>Remarks</b>
Bugwiper set with cable			
Tail wheel doors and springs			
Tail wheel tube			
Main wheel assembly			
12V tire inflator			
Fuselage lifting airbag			
Box of minor spare parts			
Backup TE-probe			
<b>Glider documents</b>	<b>OK</b>	<b>NOT OK</b>	<b>Remarks</b>
Flight Manual			
Maintenance Manual			
Certificate of Airworthiness			
Airworthiness Review Certificate			
Certificate of Registration			
Radio Station License			
Insurance Certificate			
Permit to Fly			
Logbook			
Weight and Balance Report			
IGC Baro-calibration Report (3x)			
<b>Cobra trailer</b>	<b>OK</b>	<b>NOT OK</b>	<b>Remarks</b>
Solar system (explanation)			
Battery chargers (fixed & RES)			
Trailer charging cable and plug			
Rear support crank tool			
Tail wheel guide rail			
2 Flap/aileron clamps			
2 Wheel chocks (on fender)			
Spare wheel (underneath trailer)			
Anti-theft lock			
Tow bar rain-cover			
Trailer keys			
Trailer documents			

Signature Renter (B):

Location, date:

Signature MillenAir (A):

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Please initial (A&B):

