Rental Contract

Rental, named A: Ondrej Dupal, born on 6 December 1966, residing at nam.14.rijna, 150000, Praha 5, www.gliders4rent.com

Renter, named B:

, residing at ...

1. Matter of the contract Subject of the contract is, the paid transfer of the aircraft

, born on

Type: HPH 304 TS Twin Shark

Registration: OK-5304 serial no. 002 - TS

(the "aircraft")

The use of the aircraft is only permitted to the renter above.

A is committed to provide the subject matter, including all necessary accessories for operation (see Appendix), ready for transportation and airworthy from the beginning of the rental period.

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

In case of disagreement about the content of the protocol, the points concerned should be highlighted and photos for documentation should be made and provided to both parties.

B declares that he/she has become familiar with the aircraft's flight and maintenance manual, all conditions and limitations of the operation and with the relevant insurance policy.

2. Charges

The rental fee is:

The rental fee includes 10 minutes of engine operation per a flight day (average over the whole charter period), should this limit be exceeded an amount of \notin 5,- per minute of engine operation will be charged additionally.

The prices include 21% VAT, if applicable.

B is obliged to pay a prepayment in the amount of 50% of rental fee for the whole rental period within 10 days after signing of this contract, otherwise A is authorized to withdraw from this contract. The whole payment of a rent has to be credited on the account of A at least 2 weeks before the beginning of the rental period. If B fails to do so, the contract ceases to exist, and the prepayment falls to A as a contractual penalty.

B is authorized to withdraw from this agreement 2 months before the first rental day at the latest. In this case A will refund all payments already done according to this agreement to B. If the contract is cancelled by B later 2 months before the first rental day, B is obliged to pay the full rental fee, unless B proves that A could have rented out the aircraft to someone else in the given period.

B is obliged to handover to A (before the first flight day) a security deposit amounting to \in 5.000,- and return the aircraft after the rental period to A in equivalent condition. The deposit will be refunded immediately, if the subject matter is passed back without deficiencies according Hand over Protocol. A is authorized to hold back the security deposit and to use it to cover any costs occurred in connection with any kind of default of B and/or

Ondrej Dupal | namesti 14. rijna 153/8 | Praha 5, 150 00 | Tel +420603164338 | <u>CZ6612061500 | odupal6@gmail.com</u> | <u>www.gliders4rent.com</u> | Raiffesenbank Praha 5 | account 6452642001/5500 | SWIFT RZBCCZPP | IBAN CZ205500000006452642001 damages to the aircraft, or damages caused to any other third party, including (but not limited to) repair and maintenance costs, travel and transport costs, professional advisory costs.

On demand of A a security deposit has to be replaced by an unlimited and unconditional bill of exchange without protest option issued by B on behalf of (to the order of) A, where as a place of payment shall be filled the address of A mentioned in the header of this contract and an amount to be paid and the due date for the payment shall be left blank to be filled in by A according to the following rules:

As an amount to be paid will be filled in the amount that will correspond to

- the total costs for transport and repair of the aircraft, if the aircraft will be damaged, or the price of a new aircraft of the same, or similar type, if the aircraft will be lost, or damaged and it will not be possible, or reasonable to repair it, plus
- (ii) travel costs and professional advisory costs reasonably incurred by A when solving the damage event, plus
- (iii) lost profit calculated as an amount of total rent fees that would be paid by a third parties to A according to the rental contracts and/or bookings made and valid on the day when the aircraft lost, or damage occurs, if the aircraft would be available, minus
- (iv) (if applicable) an amount paid by the insurance company deducted by a malus announced by the insurance company for the future insurance of the aircraft.

As the date of payment will be filled in the 10th day following by the day, when A becomes familiar with the last of the above under point (i) to (iii) mentioned amounts and with the amount according to the point (iv), or with the fact that the insurance company refused to pay according to the insurance policy.

Should no damage occur, A is obliged to return the bill of exchange to B on the day when above mentioned conditions to refund the deposit are fulfilled.

Any costs for electricity and oxygen have to be taken by B.

Rental period begins:

and ends:

For this period of days, the total charter fee is:

Please transfer the appropriate amounts to the following account:

account holder name Ondrej Dupal||Raiffesenbank Praha 5| account 6452642001/5500|SWIFT RZBCCZPP| IBAN CZ205500000006452642001

3. Flight Authorization / Provisions

B confirms to be holder of a valid glider pilot license, a valid medical as well as a valid rating (launch type) for this aircraft (Czech registered). He further commits, not to leave the subject matter to third parties.

B has a total flight experience of at least 1.000 hours in gliders, furthermore at least 100 hours in the last 24 month, including 50 hours in the last 12 month before the rental period, or 50 hours of flight time on the same type. Furthermore at least 20 self-launches in motor-gliders have to be proved (all experience as pilot in command). If aforementioned limits concerning launches and hours are not fulfilled, a briefing is mandatory. On a request of A a check flight may be required.

B commits himself to treat the subject matter carefully, 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. B is always pilot in command.

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4. Insurance / Damage

A declares that the subject matter is insured against third party liability risks with a statutory coverage. A further explains that an insurance on hull exists. It includes a deductible of € 5.000,- and a 15% no-claims bonus. These insurances remain valid during the rental period. The requirements in point 3. Flight Authorization / Provisions are part of the insurance contract!

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 several renters share this contract, they are liable for all obligations under this contract jointly and severally.

B commits himself, to repair any damage not covered by insurance benefits, properly and professionally at his own expense. In any case he is obliged to put the subject matter in a condition equivalent to that has been identified at hand-over, except by normal wear and tear.

In case of reasonable suspicion that there were an incorrect usage (on ground or in the air) of the aircraft (e.g. incorrect ground handling, hard landing, ground loop, gear up landing on grass or the like) that led, or could have led to a hidden damage, B is obliged to ensure an inspection by expert and licensed personnel. B takes notes the fact, that he is responsible to cover relating costs and possible consequential losses including a lost profit of A.

5. Refund / Repairs

Should it not be possible to return the aircraft duly and on time for reasons falling within the responsibility of B, or should A have to retrieve the subject matter by himself or through his substitute, B has to take over all relating costs. In this case B is also obliged to pay full rental fee of ______ € per every day for the whole rental period.

Should the handover and use of the aircraft not be possible for reasons that B is not responsible for, rental fees already paid by B will be refunded. B declares that in such a case he will raise no further claims against A.

B agrees to comply with the terms and conditions of the rent and with date of hand-over of the aircraft at the end of the rent. B is familiar with the fact that the aircraft might be rented out to a third party immediately after the end of the rental period according to this contract. Therefore B is obliged to enable hand-over to the other lessee on the last day of the rental period. If B fails to comply with the agreed return date, and A thereby incurs financial disadvantage, B is obliged to reimburse it.

If any technical or other problems arise during the rental period, B is obliged to contact A on the given phone number +420603164338 Ondrej Dupal to report and coordinate the solution of the problem. B is not authorized to decide on the way of repair of a defect without a previous agreement of A.

In case of an engine failure (for instance broken starter, piston seizure, broken drive belts, not chargeable or defect engine-batteries, damaged propeller or the like), and availability of a suitable tow plane or winch, it is assumed that the aircraft is still usable as a glider. In this case the rent fee shall be reduced by \leq 50, - incl. VAT per flying day with unusable engine. However, B has no right to withdraw from the contract for this reason.

6. 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 there is a loophole or typo in this contract.

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7. Technique / Remarks:

B is obliged to follow following instructions:

- No drillings, bonding or suction cups (!!!) for mounting own devices (PDA).

- No connection of alien devices to instruments or the onboard electricity, except to the provided 12V-outlets in the instrument panel.

- No adjustments at the engine.
- No parking outside without proper securing of the aircraft.
- No parking outside without using covers.

8. Other Agreements:

B declares that he/she has an insurance policy concluded with a minimum coverage limit in the amount of

This contract is ruled by the Czech law. Any disputes that will eventually arise from this contract and in connection with it will be decided by the competent court at the place of residence of A.

9. Lesee, personal details of pilot and copilot:

pilot: copilot: Glider pilot license nr.: Date of issue: Valid until: Medical valid until: Gliding hours total: Flying hours in mountains: Flying hours on the chartered type: Gliding hours last 24 months: Gliding hours last 12 months: Selflaunches last 12 months:

Please enclose a copy of the medical, the glider pilot license and your logbook (last 12 months)!

Signature Lessor A

Signature Lesse B

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