

## Charter Contract

Rental Company, named A

Renter, named B

**Rent-a-Glider GesmbH**

**Name:**

**Paul Heysegasse 1-7**

**Street/Nr.:**

**AT – 1110 Wien**

**Zip code/Town:**

**ATU 67026915**

**Country:**

### 1. Matter of the contract

Subject of the contract is, the paid transfer of the aircraft

Type:

Registration:

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

A is committed to provide the subject matter, including all necessary accessories for operation (*see Appendix 1, Equipment List*) from the beginning of the charter period in \_\_\_\_\_, ready for transportation and airworthy. A will arrange the transportation to this place. The costs for that are: \_\_\_\_\_

The parties agree to carry out an inspection of the subject matter together, at the times of handing over, and to record the condition (*see Appendix 2, Handing over Protocol*). This protocol has probative value. In the absence of A, he will nominate a substitute.

In case of disagreement about the content of the protocol, the points concerned should be highlighted und photos for documentation should be made.

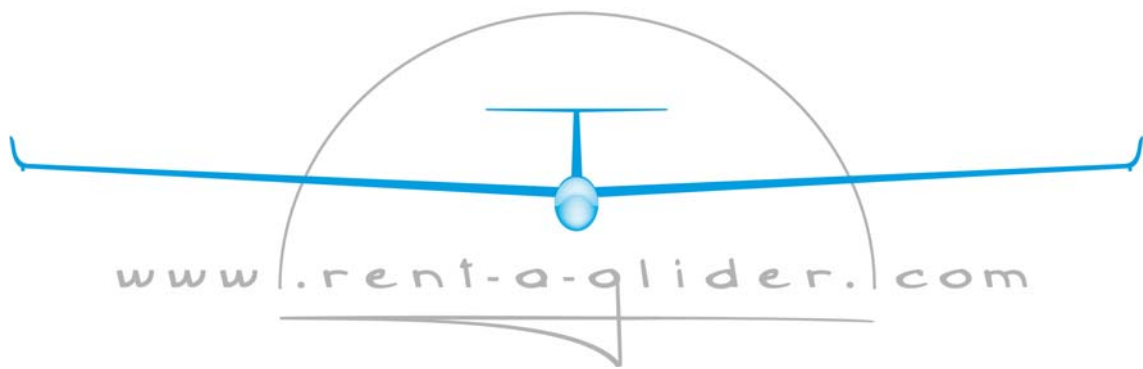
### 2. Charges

The charter fees are:

The use of the electric engine is free.

For combustion engines 10 minutes of engine use is included (average over the whole charter period), if this is exceeded € 5,- per minute will be charged.

The prices include in Europe 20% VAT, in Namibia they are without VAT in accordance with §3a Para. 7 STA



B commits himself to a prepayment of 50% of the whole charter fee within 10 days after signing the contract, otherwise the aircraft can be reassigned by A. The final payment must be credited to the account of A at least 4 weeks before charter begin. If B fails to do so, the contract is overridden, and the prepayment falls to A.

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 business to B. If the contract is cancelled by B within 3 month before the first rental day, the full rental fee becomes due, unless B proves that A could have rented out the subject matter to someone else in the given period.

B agrees to handover (before the first flight day) a security deposit (crossed check or 2 credit card sections) amounting to € 6.000,-, and return the subject matter 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.

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:

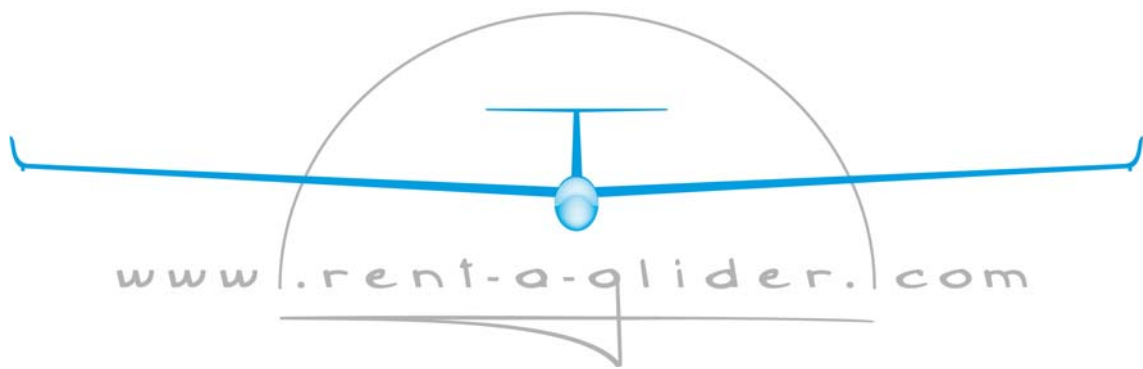
Account holder name:	Rent-a-Glider GesmbH
Bank:	RLB Wien-NÖ
Bank Code:	32000
Account:	301.796
IBAN:	AT03 3200 0000 0030 1796
BIC:	RLNWATWW

### **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 (German 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 charter period, or 50 hours of flight time on the same type. Furthermore at least 25 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. In case of doubt 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.



B is responsible for assessing and maintaining airworthiness of the aircraft during the charter period.

#### **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.

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 he found at acquisition, except wear by normal contractual use.

In case of substantiated reason to suspect that incorrect usage (on ground or in the air) of the subject matter (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.

#### **5. Refund / Repairs**

Should the return of the subject matter not be possible, for reasons falling within the responsibility of B, or A must retrieve the subject matter by himself or through his substitute, B has to take over the costs. In this case B also has to pay full rental fee of

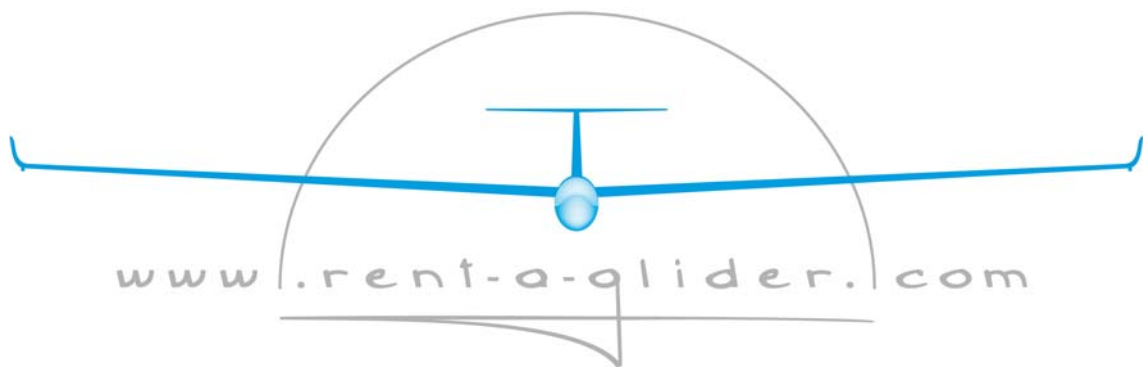
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per commenced calendar day for the loss of benefit.

Should the handover of the subject matter not be possible, for reasons B is not responsible for, B is entitled to a refund of rental fees he already paid.

B declares already now that he will assert no further claims against A, except refund of possibly prepaid rental fees.

B agrees to comply with the appointed date due of the subject matter. B is informed about the fact that the aircraft might be rented out immediately afterwards. If B shouldn't comply with this stipulated return date, and A thereby incurs financial disadvantage, B is committed to balance it.



If any technical or other problems arise at the subject matter during the charter period, B is obliged to contact one of the given phone numbers +43/664/2000500 (Ludwig Starkl) or +43/664/3570057 (Wolfgang Janowitsch) to report and coordinate the solution of the problem.

If B accepts a bid for a repair without approval of A, B grows no refund or compensation claim against A.

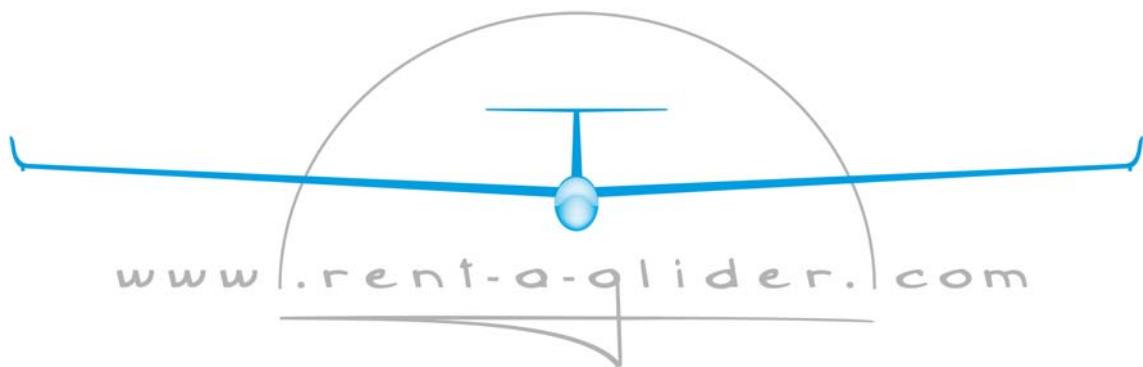
In case of an engine failure (for instance broken starter, piston seizure, broken drive belts, not chargeable or defect engine-batteries, malfunctioning electric motor, damaged propeller or the like), and availability of a suitable tow plane or winch, it can be assumed that the subject matter is still usable as a glider. In this case the charter price is reduced by € 50, - incl. VAT 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.

## **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 intension at the best. The same applies, if the agreement should have a loophole.

## **7. Technique / Remarks:**

- 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.

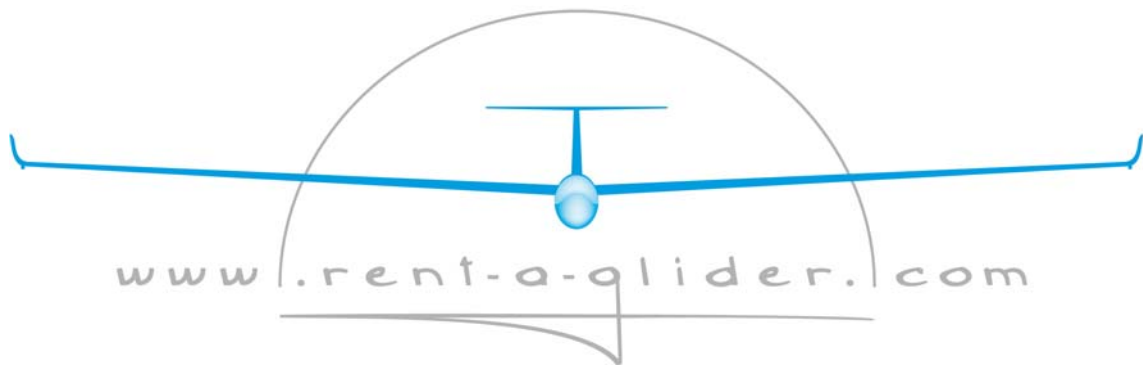


#### **8. Other Agreements:**


#### **9. Renter, personal details of pilot and copilot:**

	pilot:		copilot:	
Glider pilot license nr.:				
Date of issue:				
Valid until:				
Medical valid until:				
Gliding hours total:				
Thereof open class:				
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)!



**10 Final provisions:**

- (1) No other side agreements do exist between the parties. Changes and additional agreements to this contract must be made in written form.
- (2) Jurisdiction is Vienna.
- (3) Disputes arising from this agreement will be governed solely by Austrian law.

Location/date:

Signature renter:

Signature rental company: