

AIRCRAFT USE AGREEMENT

This Aircraft Use Agreement is entered into between MacAir Aero Club, LLC, 140 N. Valley Rd., Xenia, Ohio 45385 ("MacAir Aero Club"), and _____ residing at _____ ("Member"). In consideration of the timely payment of dues and other charges billed to the Member and of the covenants, terms, and conditions of this Agreement, it is mutually agreed that:

1. Member shall be entitled to engage in all MacAir Aero Club flying activities and to use the MacAir Aero Club aircraft in accordance with the rules and regulations provided herein at such times as the Member pays an initiation fee as determined by MacAir Aero Club and executes this Agreement.
2. Member further agrees to pay MacAir Aero Club in a timely manner each month's dues commencing _____, 20____, and after each flight to pay for aircraft rental, maintenance, fuel lubricants and other costs, as included in the latest MacAir Aero Club Schedule of Equipment Rates, which is subject to change by MacAir Aero Club from time to time upon notice to Member. In the event that Member's financial obligations to MacAir Aero Club are not met in a timely manner, Member shall pay MacAir Aero Club's reasonable attorney fees for collection in an amount no less than 15% of the total of the Member's unpaid balance. Member shall pay a maximum finance charge of 1.50% per month (an Annual Percentage Rate of 18%) on all past due balances.
3. Member acknowledges that he/she has received a complete copy, read and fully understands the Policies and Procedures for MacAir Aero Club aircraft usage, and agrees to abide by the same in all respects.
4. Member hereby agrees to adhere to the United States Federal Aviation Regulations and to the Policies and Procedures for MacAir Aero Club aircraft usage as they may be amended from time to time. The Policies and Procedures for MacAir Aero Club aircraft usage are incorporated herein by reference as is fully set forth therein.
5. Member understands that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including but not limited to aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could include, but are not limited to, minor injuries such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as paralysis, severe burns, or death. Member assumes all risks and full responsibility for any injury or death arising from taking part in any activity/flight. It is agreed by Member that he/she will indemnify, protect and hold harmless MacAir Aero Club from all claims, demands, causes of actions, suits or costs whatsoever asserted by any person, firm or corporation arising from the operation of the aircraft by Member, specifically including, but not limited to, operation in violation of any United States Federal Aviation Regulations or MacAir Aero Club Policies and Procedures. Member releases and discharges MacAir Aero Club, its officers, directors, members, chapters, employees, agents, divisions, affiliates, and volunteers (including pilots, owners and operators of airplanes used during any club activity), and agrees not to sue MacAir Aero Club, its officers, directors, members, chapters, employees, agents, divisions, affiliates, and volunteers (including pilots, owners and operators of airplanes used during any club activity) for any and all claims for, any injury or death arising from the participation in any MacAir Aero Club flight or activity. This release, discharge, and Agreement not to sue applies to all legal rights including those resulting from any negligence of MacAir Aero Club.
6. MacAir Aero Club shall not be liable to Member for any lost profits or special, incidental or consequential damages arising out of or in connection with this Agreement or the use of MacAir Aero Club aircraft. In no event shall MacAir Aviation Club be liable to Member in an amount greater than the amount due for club membership.

