**GLIDER RENTAL AGREEMENT**

This Glider Rental Agreement ("Agreement") is entered into between JS GLIDER CHARTER, having its principal place of business in Potchefstroom, South Africa (referred to as the "Lessor"), and the customer with details as given below (referred to as the "Lessee"). This Agreement is effective as of the date of signing.

Please click on field to fill in form.

|  |  |  |
| --- | --- | --- |
| double click and add text |  | double click and add text |
| SURNAME  |  | NAME |
| double click and add text |  | double click and add text |
| STREET / NUMBER  |  | ZIP CODE TOWN  |
| double click and add text |  | double click and add text |
| GLIDER PILOT LICENCE NUMBER |  | DATE ISSUED / VALID UNTIL |
| double click and add text |  | double click and add text |
| MEDICAL VALID UNTIL  |  | GLIDING HOURS |
| double click and add text |  | double click and add text |
| GLIDING HOURS LAST 24 MONTHS  |  | GLIDING HOURS LAST 12 MONTHS |
| double click and add text |  | double click and add text |
| GLIDING HOURS ON SIMILAR TYPE  |  | ANY FLYING ACCIDENTS? IF YES FILL IN LAST PAGE PLEASE |

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

# Subject of contract and term

|  |  |  |
| --- | --- | --- |
|  |  |  |
| GLIDER  |  | REGISTRATION NUMBER, COMP NUMBER |
| double click and add text |  | double click and add text |
| SERIAL NUMBER  |  | TRAILER NUMBER PLATE |
| double click and add text |  | double click and add text |
| PICK UP DATE  |  | RETURN DATE |
| double click and add text |  | double click and add text |
| COMMENCEMENT DATE  |  | TERMINATION DATE |

# Rental Fee:

The Lessee agrees to pay the Lessor for the entire rental period a total rental fee of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| double click and add text |  | double click and add text |  | double click and add text |
| RENTAL DAYS  |  | ADDITIONAL CHARGES  |  | TOTAL RENTAL FEES |

**Additional Charges for JET Engine Operation:**

Three engine starts and 10 minutes of operation are allowed to ensure correct operation of the Jet system. Thereafter, the use of the engine will be charged at a rate of 4€ per minute, with a minimum charge of 20€ per engine start.

**Charter Fees:**

The Lessee commits to a prepayment of 10% of the total charter fee within 10 days after signing the contract; otherwise, the aircraft can be reassigned by the Lessor, and the contract becomes invalid.

The Lessee commits to a payment of 85% of the charter fee within 48 hours after handover and will not fly the plane until the Lessor confirms that the money has arrived.

The Lessee agrees to transfer a security deposit of 1.000 € at the latest upon handover and return the glider after the rental period in an equivalent condition. The deposit will be refunded within 7 days if the subject matter is returned without deficiencies according to the "Handover Protocol."

A fixed amount of 250 € is added to the hiring fee for the professional cleaning of the glider and trailer. The Lessee can opt to perform this cleaning themselves by not transferring the 250 € fee with the security deposit.

Any costs for fuel, electricity, and oxygen are the responsibility of the Lessee.

These amounts must be paid into the account nominated by the Lessor. Failure to do so may result in the forfeiture of the contract and the deposit in favour of the Lessor.

# Cancellation Policies:

**Cancellation by Lessee:**

In case of cancellation of a confirmed rental, the Lessee is obliged to cancel at least 3 months before the first rental day. In this case, the Lessor will refund all payments for this business to the Lessee, except the amount of 15% prepayment.

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

If the aircraft is not available on the day of handover, is not in correct conditions, or missing equipment, no permit to fly, or not working jet, the Lessee can withdraw and will receive a full refund of the deposit within 10 days.

**Cancellation by Lessor:**

The Lessor may cancel the contract only if the glider is in unairworthy condition due to an accident of previous charterers, or there is any sign that the Lessee makes false statements in the contract, and the Lessee is unreliable. In this case, the Lessor will refund all payments for the Lessee.

# Insurance / Damage:

The Lessor declares that the subject matter is insured against third-party liability risks with statutory coverage. The Lessor further explains that insurance on hull exists. The amount of retention is 5,000€. These insurances remain valid during the rental period.

In case of damage, the Lessee will reimburse the Lessor all incurred costs (maximum 5,000€) not covered by the insurance, such as the deductible, the no-claims bonus, and the additional premium of the comprehensive insurance. In case of several renters sharing this contract, all of them are liable for all obligations under this contract jointly.

The Lessee commits himself to repair any damage not covered by insurance benefits, properly and professionally at his own expenses. In any case, he is obliged to bring the subject matter in a condition equivalent to the condition at the rental beginning except wear by normal contractual use.

In case of a 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 hidden damage, the Lessee commits himself to induce an inspection by expert and licensed personnel. The Lessee takes notice of the fact that he will be called to account for possible consequential losses.

# Refund / Repairs:

Should the return of the subject matter not be possible for reasons falling within the responsibility of the Lessee, or the Lessor must retrieve the subject matter by himself or through his substitute, the Lessee has to take over the costs.

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

The Lessee declares that he will assert no further claims against the Lessor, except a refund of possibly prepaid rental fees.

The Lessee agrees to comply with the appointed due date of the subject matter. The Lessee is informed that the aircraft might be rented out immediately afterward. If the Lessee doesn't comply with this stipulated return date, and the Lessor thereby incurs financial disadvantage, the Lessee is committed to balance it.

If any technical or other problems arise with the subject matter during the charter period, the Lessee is obliged to contact one of the given phone numbers [Specify contact number] to report and coordinate the solution of the problem.

If the Lessee accepts a bid for a repair without the approval of the Lessor, the Lessee grows no refund or compensation claim against the Lessor.

In case of an engine failure, it can be assumed that the subject matter is still usable as a glider. In this case, the charter price is reduced by €30 per flight without a serviceable engine. A right to cancel the contract cannot be derived from the fact that the engine is not usable during the rental period.

# Technique / Remarks:

The following are not allowed:

* No drillings, bonding, or suction cups for mounting own devices (PDA).
* No connection of alien devices to instruments or the onboard electricity.
* No adjustments to the engine or engine system.
* No parking outside without proper securing of the aircraft.
* No parking outside without using covers.

# Inspection:

The Lessor and Lessee agree to jointly conduct an inspection of the subject matter at the times of handover and to meticulously document its condition (see Appendix 2). This protocol shall hold probative value. In the event of the Lessor's absence, the Lessor shall designate a substitute.

In cases where a disagreement arises regarding the content of the protocol, the parties involved shall highlight the specific points in dispute and take photographs for documentation purposes.

# Additional Provisions:

* No other agreements exist between the parties. Changes and additional agreements to this contract must be made in written form and attached to this contract.
* Jurisdiction is Potchefstroom, South Africa.
* Disputes arising from this agreement will be governed solely by South African law.

# 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 that meets the original economical intention at the best. The same applies if the agreement should have a loophole.

# Bank Details:

**Bank Name:** First National Bank a Division of FirstRand Bank Limited

**Address:** FNB Forex, 30 Diagonal Street, FNB Place, 9th Floor, Johannesburg, 2001

**Account Holder:** JONKER SAILPLANES (PTY) LTD

**Branch Code:** 250149 (Head Office)

**Swift Address:** FIRNZAJJXXX

**Account Code:** 62750172836

# Authorization:

JS GLIDER CHARTER is authorized to handle the payment into the account of Jonker Sailplanes Pty Ltd, who manages the funds on their behalf.

# Signature section

By signing this Agreement, both parties acknowledge and agree to its terms and conditions.

double click and add text

|  |  |  |
| --- | --- | --- |
| Place, Date  |  | Signature LESSEE |

double click and add text

|  |  |  |
| --- | --- | --- |
| Place, Date  |  | Signature JS GLIDER CHARTER |