AIRCRAFT RENTAL AND SERVICES AGREEMENT

1. Definitions; Incorporation of Policies; Rental of Aircraft

This Aircraft Rental and Services Agreement ("***Agreement***") governs the relationship between CW Flight LLC, a Utah limited liability company, referred to as "***Company***" and _____ hereinafter referred to as undersigned "***Renter***", "***Student***", or individual ("***Renter***," "***Student***," "***me***," or "***I***") for all interactions between Company and Renter.

Company periodically publishes and/or provides policies relating to this Agreement; these documents are provided by Company from time to time and shall be incorporated into this Agreement by reference (collectively, the "***Program Documents***").

This Agreement governs the rental of aircraft and the provision of flight instruction, training, and related aviation services by Company. Renter acknowledges that aircraft made available through the Company may change from time to time and may be owned by different Aircraft Owners (as defined below). Renter agrees that the provisions of this Agreement apply to all aircraft rented through the Company regardless of ownership.

All flights conducted under this Agreement shall be conducted pursuant to 14 C.F.R. Part 91. The parties hereto expressly acknowledge that Company is not providing air transportation services, air charter services, or common carriage, and that no flight conducted under this Agreement constitutes operations under 14 C.F.R. Part 135 or any other air carrier authority.

This Agreement shall become effective as of the date it is signed by Renter and shall remain in effect for all future aircraft rentals unless and until terminated by either party in writing or by Company pursuant to Section 11. This Agreement applies to each rental event without the need for re-execution.

If Renter is under eighteen (18) years of age (a "***Minor Renter***"), this Agreement must be accompanied by the Parental Consent and Release executed by the Minor Renter's parent or legal guardian.

2. Eligibility, Authorization, and Rental Approval

Renter hereby represents and warrants that Renter holds certificates and ratings issued by Federal Aviation Administration of the United States of America ("***FAA***") as appropriate for the operation and type of aircraft to be utilized and that Renter is in compliance with standards established in *Cirrus Approach* as established by Cirrus Aircraft Design Corp ("***Cirrus***"). Students and Renters must have current instructor endorsements for solo flight, solo cross country, class B airspace, flight review, complex, etc., appropriate to the flight operation. Renter must have the current and appropriate pilot certificates, medical certificate (where required), photo identification, and logbook (if operating as a student or sport pilot) in their possession during flight or in the vicinity of the aircraft.

Renter will provide background information to the Company of: (i) Any aviation related incident or accident, major or minor, they have ever been involved in, whether or not a Company aircraft was involved; (ii) Any action taken by Federal, State of Local authorities against their certificates, and will update such information with the Company for any such events subsequent to execution of this Agreement.

As a condition to rental eligibility, Renter shall complete a Pilot History Form provided by Company. Renter represents that all information provided is true, complete, and not misleading. Renter authorizes Company to verify such information, including contacting prior operators, insurers, and reviewing publicly available FAA records. Failure to disclose material information shall constitute grounds for immediate termination of this Agreement.

As a condition to renting Company aircraft, Renter must demonstrate compliance with: (i) applicable FAA currency, review, and endorsement requirements and (ii) training standards established by Cirrus.

3. <u>Reservations, Scheduling, and Cancellations</u>

Aircraft and instructors may be scheduled in person, over the telephone during business hours, or, if available, over the internet using a scheduling system provided by the Company (currently FlightCircle) (the "***Scheduling System***"). Entries, notes, and records associated with a reservation in the Scheduling System are referred to as the "***Reservation Notes***".

Renter will give at least seven days written notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or aircraft mechanical issues discovered during the preflight inspection. If Renter cancels a reservation within seven (7) days of the flight for reasons other than weather or mechanical issues or fails to appear when scheduled, the Company reserves the right to charge the Renter up to the full scheduled rental time. Renter agrees to schedule aircraft when his/her plans are definite and for the amount of time he/she intends to use the aircraft. Renter will be considered a no-show if he/she is not on site and has not requested dispatch of aircraft within fifteen minutes of the scheduled time. At that time the aircraft will be made available to other customers. Cancellations shall be made by Personal Contact with a Company dispatcher. "***Personal Contact***" shall be defined as text messages, telephone calls, voice mails or emails with a receipt confirmation and acknowledgement.

4. <u>Permitted Use and Operational Restrictions</u>

Renter agrees to use Company aircraft for flight training conducted by Company instructors, supervised student solo flights authorized by Company instructors, and renter-operated flights in accordance with Company policies. Renter is in no way authorized to act as an agent of the Company. **RENTER SHALL NOT CONDUCT FLIGHTS FOR HIRE, FOR THE PURPOSE OF GIVING FLIGHT INSTRUCTION OR ANY OTHER COMMERCIAL PURPOSE.**

Spins, and acrobatic maneuvers (or similar movements) in Company-provided aircraft are not permitted at any time, provided that formation flight training/flying may be permitted with advance written approval from Company.

Renter agrees to adhere to the Program Documents in use by the Company. **RENTERS ARE REQUIRED TO UTILIZE ATC FLIGHT FOLLOWING AND/OR FILE AND ACTIVATE AN FAA FLIGHT PLAN FOR ALL CROSS-COUNTRY FLIGHTS IN EXCESS OF 100 NM**. A copy of flight plans and navigational log should be recorded in or attached to the Reservation Notes prior to operating any flights. Renter further agrees to adhere closely to weather and wind restrictions as set forth in the current Program Documents.

Renter understands that he/she is prohibited from:

a. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) any federal, state or local law or ordinance; (iii) any Letter of Agreement executed by Company with any federal, state or local authorities, (iv) the Company's Program Documents, or (v) this Agreement.
b. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.
c. Operating the aircraft outside the contiguous United States of America without prior written approval of the Company and its insurance underwriters.
d. Operating a VFR flight in less than VFR weather minimums
e. Starting, taxiing, or flying an aircraft while under the influence of alcohol, drugs or any prohibited or restricted substance.

f. Hand-propping to start an aircraft.

g. Carrying pets or animals without written approval of Company.

h. Smoking or allowing smoking, in or near an aircraft.

i. Consuming food or beverages, other than water, in an aircraft.

j. Operating at unlit airports during night operations.

k. Operating at airports with unpaved runways and/or taxiways. Grass operations may be allowed at specific public use airports with prior written Company approval.

l. Operating to or from any runway without first confirming, using the aircraft's POH/AFM performance data corrected for weight, density altitude, runway surface, slope, and wind, that the available runway length provides adequate takeoff and landing distance including the Company's required safety margin; Renter shall obtain prior written Company approval before operating at any airport where that margin is not met.

m. Permitting or allowing any person other than Renter to operate, manipulate the controls of, or act as pilot in command of the aircraft, unless that person has been separately approved in writing by Company and is authorized under this Agreement and the Company's insurance policy then in effect.

n. Operating the aircraft in any manner inconsistent with, or that would void, suspend, or fail to satisfy, the terms, conditions, warranties, or pilot requirements of the Company's insurance policy then in effect, including any open-pilot warranty, named-pilot, minimum-experience, checkout, currency, or geographic-limit provisions.

o. Carrying or transporting hazardous materials or dangerous goods; dropping or releasing any object in flight; or landing at any location other than an established airport, in each case without prior written Company approval.

5. <u>Renter Operational Responsibilities</u>

Preflight Inspection; Airworthiness Certification

Renter is expected to perform a thorough preflight inspection in accordance with the manufacturer's approved checklist and the procedures set forth in the aircraft's Pilot's Operating Handbook (POH) or Airplane Flight Manual (AFM), and to take the preflight action required by 14 CFR 91.103, on any aircraft intended for flight. The Renter shall note any discrepancies with the aircraft and shall refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known, or after a thorough preflight inspection, should have been known to be in an unairworthy condition assumes any and all liability and responsibility for any damage or injury, including full indemnification of the Company against any claim, action, loss of use, or any other damages that may result from such action. If an aircraft is determined to be unsuitable for flight, Renter shall immediately notify dispatch of such condition(s), and Renter will not be charged a cancellation fee for the rental.

By accepting an aircraft after completing the required preflight inspection, Renter is certifying that the aircraft is in an airworthy condition with no damage, flaws, or deficiencies (collectively "***Defects***") which have not been previously reported in the Reservation Notes or that would otherwise render the aircraft unairworthy. If the renter identifies any such Defects during preflight inspection, the Renter shall immediately notify a Company representative and confirm that the identified Defects are recorded in the Reservation Notes. Failure to do so will render the Renter fully responsible for any Defects to the aircraft having occurred prior to the conclusion of the Renter's rental event, even if such Defects may have actually occurred prior to renter's inadequate preflight inspection.

Acceptance of Aircraft; Billing Trigger

Renter will not be charged an aircraft rental fee if, at any time prior to takeoff, the aircraft is found not suitable for flight due to a maintenance or airworthiness issue. This includes a rejected takeoff, or a flight discontinued during taxi or the takeoff roll, because of a bona fide mechanical, airworthiness, or safety concern. In such case, Renter shall promptly notify dispatch of the condition, and no rental or cancellation fee will be charged for that event.

BY COMMENCING THE TAKEOFF ROLL WITHOUT A BONA FIDE SAFETY OR MECHANICAL REASON TO DISCONTINUE, THE RENTER ACCEPTS THE AIRCRAFT AS AIRWORTHY AND SUITABLE FOR FLIGHT AS PROVIDED IN THE "PREFLIGHT INSPECTION; AIRWORTHINESS CERTIFICATION" SUBSECTION ABOVE, AND WILL BE BILLED FOR THE RENTAL. Such acceptance extends to conditions noted in the Reservation Notes or reasonably discoverable in a proper preflight inspection and run-up, and does not extend to a latent defect, not reasonably discoverable, that is the basis for a bona fide rejected takeoff. Renter remains responsible for any damage Renter causes to the aircraft as provided in Section 8, whether or not the aircraft is deemed accepted under this subsection.

Hobbs time accrued during normal pre-flight operations (engine start, taxi, and run-up) that do not result in a flight will not be billed, up to a maximum of thirty (30) minutes or 0.5 hours on the Hobbs meter. Any excess over this allowance, and all Hobbs time once the takeoff roll is commenced, will be billable to the Renter.

Required Checklists and Operational Compliance

Renter agrees to use all applicable aircraft checklists as available for each phase of operation including preflight inspection, pre-engine startup, engine startup, taxi, before takeoff, takeoff, cruise, approach to landing, landing, after landing, shutdown, and post-flight. Company instructors may terminate or decline any flight if they determine that weather conditions, pilot proficiency, aircraft condition, or operational considerations present a safety concern.

Fuel, Oil, and Equipment Responsibilities

Renter will ensure that the aircraft is operated with: (i) Proper quantity and type of engine oil; (ii) Proper type and grade of fuel; and (iii) Adequate fuel is loaded for the intended flight, including reserves of no less than 1 hour.

Renter is responsible for the proper operation of all equipment installed in the aircraft including, but not limited to, communication and navigation radios, GPS, autopilot, safety equipment, etc.

Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103), and all other applicable sections, for all operations.

Hobbs Meter and Aircraft Instrument Integrity

Renter will never interfere with the operation of the Hobbs meter or tachometer of an aircraft. This includes disconnection of wiring, pulling of fuses or circuit breakers or setting of flight controls into unsafe positions.

Parking, Securing, and Return Condition

Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

a. Master (battery) and magneto switches off.
b. Doors, canopy and baggage compartment doors closed and latched.
c. Chocks in place.
d. If the aircraft is parked outdoors, gust locks are installed. This item does not apply to Cirrus SR-series aircraft, whose flight controls require no gust lock.
e. Tie-downs secured if parked outdoors.

f. Seat belts secured inside the aircraft.

g. Propeller covers, pitot tube covers, cabin covers/sunscreens installed (as available).

h. Trash removed from the interior and baggage compartments.

i. All personal or loaned accessories, headsets, charts, etc. are removed from the aircraft.

j. Proper Hobbs time increment is recorded in the Reservation Notes and/or aircraft flight log.

k. Thorough cleaning of any condition caused by liquids or solids being dropped, spilled, leaked, dripped, excreted or vomited within the interior of the aircraft.

Renter will be charged $75.00 for failing to attend to any item in this list. Further, for failing to attend to item a by leaving the master (battery) switch on, Renter will be charged an amount equal to the then-current cost charged by a qualified mechanic to perform a battery capacity check, which is required to return a discharged battery to service. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in at Company. Should it be determined a Renter is responsible for a battery discharging due to item a, and the battery is damaged such that it must be replaced, the Renter shall be responsible for the full cost of battery replacement, including installation labor.

Tires and Exterior Condition

Renter is responsible for inspecting all aircraft tires prior to accepting the aircraft for a rental event. If the Renter discovers that tires have a bald spot or other defect, Renter must notify a Company representative immediately for tire replacement or, if not a safety issue, documentation of the condition in the Reservation Notes. Without such notification, Renter is accepting the tires as being in good and serviceable condition and shall be solely responsible for the full cost of tire replacement, including parts, materials, and labor, if the next preflight inspection of the aircraft reveals a previously unreported bald spot or other defect beyond normal wear and tear.

Fees, Return Time, Overnight Rentals, and Delays

Renter is fully responsible for landing, tie-down, hangar, ramp, departure or any other fees or taxes at airports other than the Company's based airports.

Renter agrees to return the aircraft at the agreed time and place. Renter will inform Company as soon as practicable if the aircraft is to be kept longer than originally planned.

Company-provided aircraft may not be reserved or scheduled for overnight rentals without Company approval. If an overnight rental is approved, Renter agrees that the minimum fee for such rental shall be the Rental Rate multiplied by the greater of the actual Hobbs hours incurred or two (2) hours per calendar day or portion thereof the aircraft is scheduled or unreturned by the Renter.

Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter, passengers, or any other persons in the event that the aircraft cannot be returned to the home airport as planned for any reason. This includes, but is not limited to, ground transportation, airline tickets, meals, loss of revenue, inconvenience, tie-down or hangar fees, ramp fees, call-out or after hours fees.

6. <u>Fees, Charges, and Payment Terms</u>

Aircraft rental and training services must be paid at least twenty four (24) hours in advance, and are nonrefundable when incurred unless otherwise set forth herein or as approved by Company. No credit will be extended to Students or Renters. Company may, in its sole discretion, elect to require a balance be held on account prior to dispatch of a rental.

Any unpaid balance shall accrue interest at the greater of ten percent (10%) per annum or the maximum rate permitted under Utah law. Renter shall be responsible for all costs of collection, including reasonable attorneys' fees and collection agency fees.

The hourly rental rate for the applicable aircraft, as posted by Company from time to time on the Scheduling System, website, or rate schedule and provided to Renter at or before the time of each rental, is referred to herein as the "***Rental Rate***". Company shall confirm the applicable Rental Rate to Renter at or prior to dispatch for each rental event, and Renter's acceptance of the aircraft shall constitute Renter's agreement to pay such Rental Rate. Rental charges are calculated by multiplying the Rental Rate by the Hobbs meter time, rounded up to the next 1/10th hour. Rental Rates are subject to change at any time by Company upon notice to Renter consistent with Section 13 of this Agreement.

Instructor services shall be billed at Company's posted hourly rates or as otherwise communicated by Company. Instruction includes pre-flight briefing, flight time, and post-flight debriefing.

Renter shall be responsible for all applicable federal, state, and local taxes arising from rental of the aircraft. Company may charge and collect such taxes from Renter and remit such taxes as required by law.

Company makes no representation, warranty, or guarantee as to the pricing, availability, or continuity of any aircraft, instructor, or service offered through this Agreement. Rental Rates, instructor rates, and all other fees and charges are subject to change at any time in accordance with this Agreement and the Program Documents. Company makes no representation regarding the cost of any third-party fees, charges, or expenses that may be incurred by Renter in connection with the operation of aircraft, including without limitation fuel, landing fees, tie-down fees, ramp fees, customs charges, overflight fees, or any other airport or governmental charges, and Renter assumes sole responsibility for ascertaining and paying all such third-party costs. Any estimates of third-party costs provided by Company or its employees or agents are for informational purposes only and shall not be binding on Company or constitute a representation as to actual costs Renter will incur.

Additional charges and fees are due upon completion of each rental and are non-refundable once incurred. These will be deducted first from any prepaid balance on Renter's account. Should Renter's account balance be insufficient to satisfy the amount due, the Company will charge the remaining balance to Renter's debit or credit card on file. Renter agrees to maintain a valid credit or debit card on file with the Company and hereby authorizes the Company to charge that card for any charges, fees or other amount owed by Renter to Company. Such authorization shall remain valid until cancelled in writing by the Renter. Such cancellation of this authorization shall take effect three business days after receipt by the Company and Company may process one or more charges for all outstanding amounts due from Renter during that three-day period. Renter shall remain liable for any amounts due after cancellation of this authorization. The Company may charge an administrative fee of five dollars ($5.00) for each credit or debit charge declined by the card issuer, not to exceed a total of ten dollars ($10.00) per day, on any invoice delinquent by more than ten (10) days. ANY VALID CHARGES INCURRED BY STUDENT UNDER THIS AGREEMENT FOR WHICH PAYMENT IS DISHONORED, REVERSED OR DISPUTED WILL BE CHARGED BACK TO THE STUDENT'S ACCOUNT, PLUS A THIRTY ($30.00) DOLLAR ADMINISTRATIVE FEE. SUCH CHARGEBACKS BECOME IMMEDIATELY DUE AND PAYABLE.

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7. <u>Damage; Loss of Use</u>

For reasons other than those resulting from bona fide mechanical conditions as determined by a certificated mechanic designated by the Company, or documented weather conditions that result in the grounding of the aircraft, Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company at its home location. At its option, Company reserves the right to charge the Renter for "loss-of-use", i.e., estimated revenues that would have been earned from flights that were scheduled or were anticipated to be scheduled had the aircraft been returned as scheduled. The Renter shall also be responsible for the cost of any mechanics hired or dispatched to inspect an aircraft based on a Renter's aircraft grounding report when said aircraft is found to be in airworthy condition, plus any transportation costs associated with such inspection, and any costs to return of the aircraft to the Company's home airport.

Loss of use shall be calculated based on the aircraft's average daily utilization for the preceding ninety (90) days multiplied by the Rental Rate. Renter shall also be responsible for any diminution in value of the aircraft following repair.

If a bona fide mechanical situation not caused by Renter's improper operation occurs away from the Company's home airport rendering the aircraft unairworthy, the Company shall bear the cost of repairs. If repairs are performed by a non-Company mechanic, the costs of these repairs shall be solely borne by Renter unless approved by the Company in advance. Should such repairs take more than eight hours from the time the Company is first notified until the aircraft is approved for return to service, the company shall be responsible for any costs of returning the aircraft to the home airport if Renter is unavailable to do so. At no time shall the Company be responsible for transportation, feeding, lodging or convenience of Renter or passengers.

8. <u>Insurance Requirements and Risk Allocation</u>

Renter certifies and warrants that Renter maintains valid and sufficient life, health, accident, and liability insurance to cover any death, bodily injury, property damage or any other liabilities which Renter may incur while participating in aviation activities and to cover any damages or injury caused to others as a result of such participation. Renter agrees that whenever renting aircraft under this Agreement, Renter shall maintain a renter's insurance policy in full force with a minimum hull coverage equal to the estimated replacement cost value of the aircraft, if readily available, and otherwise in an amount not less than $200,000.00, including coverage for Company's insurance deductibles and loss of use, and shall furnish the Company a Certificate of Insurance acceptable to the Company prior to any aircraft use. The Renter shall be responsible for payment for any and all losses incurred by the Company or aircraft owners for any damages incurred while the Renter is renting the aircraft. If Renter lacks any such insurance, Renter certifies that Renter and Renter's estate are willing and capable of personally paying for any and all such expenses, losses, claims or liabilities.

Renter agrees to assume personal responsibility for any and all loss or damage to, or involving, Company aircraft caused in whole or in part by Renter's negligence, Renter's violation of Federal Aviation Regulations (Title 14 CFR), Renter's failing to follow procedures properly, any acts by Renter that are contrary to local, state or federal laws, ordinances or regulations, any acts or any failure to act on the part of Renter in regards to the proper inspection and operation of Company aircraft, any acts by Renter that are contrary to this Agreement or to the Program Documents, or any act or failure to act by Renter. These losses include, but are not limited to, loss of commercial use.

Renter shall ensure that any required renter's insurance policy names Company and any third-party aircraft owner as additional insureds and/or loss payees, as their interests may appear, or as further directed by Company in its sole discretion. Renter shall pay any applicable insurance deductible within ten (10) days of demand or receipt of insurance proceeds, whichever occurs first. Aircraft owners of any aircraft provided to Company and rented under this Agreement are expressly intended third-party

beneficiaries of the indemnification, release, and limitation of liability provisions herein, including all the provisions of Sections 9 and 10 below.

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Renter agrees to provide Company with proof of a valid, in-force Non-Owned (or renters') Insurance Policy which meets or exceeds the coverages detailed in the Company's Program Documents or as otherwise approved by the Company. Regardless of renters' insurance coverage, Renter is personally responsible for any and all damages incurred during rental flights, including loss of use and loss of value to the rented aircraft. This responsibility also includes any insurance deductible incurred by Company for damage sustained during rental, and any damage caused to tires, brakes and landing gear due to excessive braking or improper operation. Further, should the Company's insurance underwriter deny a claim or fail to fully cover a claim due to any action or inaction of Renter, Renter shall be solely and fully responsible for any and all losses to the Company and/or the aircraft owner.

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9. <u>Release, Indemnification and Assumption of Risk</u>

IN CONSIDERATION OF THE RENTER BEING PERMITTED TO PARTICIPATE IN AVIATION ACTIVITIES AND TO USE AIRCRAFT AND EQUIPMENT PROVIDED BY COMPANY, I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, AFFILIATES, PARTNERS, ASSIGNS, HEIRS AND NEXT OF KIN (COLLECTIVELY "*RELEASING PARTIES*"), HEREBY **AGREE TO RELEASE, INDEMNIFY, AND HOLD COMPANY, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND ITS AND THEIR MEMBERS, MANAGERS, DIRECTORS, OFFICERS, AGENTS, PRINCIPALS, REPRESENTATIVES AND EMPLOYEES, AND AIRCRAFT OWNERS, LESSORS, MARKETING PARTNERS, FLIGHT INSTRUCTORS (WHETHER EMPLOYEE OR CONTRACTOR), MECHANICS AND DISPATCHERS, ("RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, BUSINESS INTERRUPTIONS, DELAYS, LOSSES, CLAIMS AND JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING ALL COSTS, ATTORNEYS' FEES, AND EXPENSES INCIDENTAL THERETO, INCLUDING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CLAIMS, ARISING OR IN ANY MANNER OCCASIONED BY THE OPERATION OR USE OF THE AIRCRAFT RENTED UNDER THIS AGREEMENT DURING THE TIME IN WHICH RENTER POSSESSES THE AIRCRAFT, THE SERVICES PROVIDED BY COMPANY HEREUNDER, ARISING OUT OF OR BY REASON OF ANY BREACH, DEFAULT, VIOLATION, OR NONPERFORMANCE BY RENTER OF ANY COVENANT OR CONDITION OF THIS RENTAL AGREEMENT (INCLUDING ANY EVENT OF DEFAULT), ARISING BY ANY ACT OR FAILURE TO ACT ON THE PART OF THE RENTER, ARISING OUT OF ACTS OR OMISSIONS OF FLIGHT INSTRUCTORS, OR ARISING OUT OF COMPANY'S FLIGHT INSTRUCTION, TRAINING OPERATIONS, OR RELATED AVIATION ACTIVITIES. RELEASED PARTIES SHALL NOT BE LIABLE FOR THEIR FAILURE TO PERFORM UNDER THIS RENTAL AGREEMENT, OR FOR ANY LOSS, INJURY, DAMAGE, OR DELAY OF ANY NATURE WHATSOEVER RESULTING THEREFROM, CAUSED BY ANY ACT OF GOD, FIRE, FLOOD, ACCIDENT, STRIKE, LABOR DISPUTE, RIOT, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND RELEASED PARTIES' REASONABLE CONTROL. THE PARTIES INTEND FOR THIS INDEMNITY TO APPLY TO THE CONSEQUENCES OF A RELEASED PARTY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE**

OR CONCURRING CAUSE OF THE CLAIM. HOWEVER, RENTER NEED NOT INDEMNIFY AGAINST ANY CLAIM INCURRED BY A RELEASED PARTY THROUGH ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND IF ANY PORTION IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. **IT IS MY INTENTION AND UNDERSTANDING THAT THIS AN INDEMNIFICATION AND WAIVER OF MY RIGHT TO SUE AND THAT THE SAME SHALL APPLY TO ALL HEIRS, AGENTS, REPRESENTATIVES AND OTHER RELEASING PARTIES.** RENTER ACKNOWLEDGES THAT AVIATION ACTIVITIES, INCLUDING FLIGHT INSTRUCTION, AIRCRAFT OPERATION, AND GROUND TRAINING INVOLVE INHERENT RISKS, INCLUDING RISK OF SERIOUS BODILY INJURY OR DEATH, WHETHER ARISING FROM WEATHER, MECHANICAL FAILURE, HUMAN ERROR, OR NEGLIGENCE OF OTHERS, AND VOLUNTARILY ASSUMES ALL SUCH RISKS. RENTER CONSENTS TO EMERGENCY MEDICAL TREATMENT DEEMED NECESSARY UNDER EXIGENT CIRCUMSTANCES AND AGREES COMPANY SHALL NOT BE LIABLE FOR DECISIONS MADE IN GOOD FAITH REGARDING SUCH TREATMENT. THIS RELEASE AND INDEMNIFICATION APPLIES TO ALL AVIATION-RELATED ACTIVITIES INVOLVING COMPANY, INCLUDING WITHOUT LIMITATION FLIGHT TRAINING, GROUND INSTRUCTION, PREFLIGHT AND POST-FLIGHT ACTIVITIES, AIRCRAFT BOARDING AND DEPLANING, AND ANY ACTIVITIES OCCURRING ON OR ABOUT COMPANY PREMISES. THIS RELEASE AND INDEMNTIY APPLIES TO ALL CURRENT AND FUTURE RENTALS AND AVIATION ACTIVITIES UNLESS EXPRESSLY REVOKED IN WRITING BY COMPANY. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY SEPARATELY EXECUTED WAIVER OR RELEASE IN THE PROGRAM DOCUMENTS, THE PROVISIONS AFFORDING GREATER PROTECTION TO COMPANY SHALL CONTROL.

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10. <u>Limitation of Liability</u>

RENTER HEREBY AGREES THAT UNDER NO CIRCUMSTANCES SHALL COMPANY AND/OR ANY OF THE RELEASED PARTIES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, INJURY, DEATH, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE RENTING OF THE AIRCRAFT OR SERVICES PROVIDED UNDER THIS RENTAL AGREEMENT. I AGREE FOR MYSELF, AND ON BEHALF OF ALL RELEASING PARTIES, TO ACCEPT THE PROCEEDS OF INSURANCE MAINTAINED BY ME AND BY THE COMPANY AS APPLICABLE AS MY AND OUR SOLE AND ONLY RECOURSE AGAINST COMPANY AND/OR ANY OF THE RELEASED PARTIES FOR ANY CLAIM FOR LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO RENTER FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RENTAL TRANSACTION HEREUNDER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL FEES ACTUALLY PAID BY RENTER TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) TEN THOUSAND DOLLARS ($10,000). THE FOREGOING CAP SHALL NOT APPLY TO: (A)

RENTER'S PAYMENT, INDEMNIFICATION, REIMBURSEMENT, OR INSURANCE OBLIGATIONS UNDER THIS AGREEMENT; OR (B) CLAIMS ARISING FROM COMPANY'S FRAUD OR WILLFUL MISCONDUCT. RENTER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT WITHOUT WHICH COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, AND THAT RENTER HAS HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL COUNSEL REGARDING THIS PROVISION.

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11. <u>Default, Termination, and Remedies</u>

Events of Default

Each of the following shall constitute an "**Event of Default**" by Renter under this Agreement:

a. Failure to pay any amount due under this Agreement when due, including any rental charges, fees, deductibles, chargebacks, or other sums owed;

b. Any dishonored, reversed, or disputed payment, including credit card chargebacks;

c. Breach of any agreement, representation, warranty, covenant, or obligation contained in this Agreement or the Program Documents;

d. Violation of any Federal Aviation Regulation (14 CFR), any other applicable federal, state, or local law, or any published Company operating procedure while renting or operating Company aircraft;

e. Loss, suspension, restriction, expiration, or lapse of any required pilot certificate, rating, medical certificate, endorsement, or insurance required under this Agreement;

f. Failure to maintain required renter's insurance or failure to provide proof of such insurance upon request;

g. Provision of false, misleading, incomplete, or inaccurate information to Company, including any omission of material information relating to pilot history, accidents, incidents, or enforcement actions;

h. Operation of aircraft in a manner prohibited by this Agreement, including any commercial use, use for compensation or hire, unauthorized instruction, or operation outside approved geographic limits;

i. Any conduct that, in Company's reasonable judgment, poses a safety risk to the aircraft, passengers, third parties, or Company personnel;

j. Insolvency, bankruptcy filing, or assignment for the benefit of creditors by Renter; or

k. Failure to return aircraft as required under this Agreement.

Immediate Suspension of Rental Privileges

Upon the occurrence of any Event of Default, Company may, in its sole discretion and without prior notice:

a. Immediately suspend Renter's rental privileges;

b. Refuse dispatch of any aircraft;

c. Deny access to scheduling systems; and/or

d. Require additional documentation, training, insurance, or deposits as a condition of reinstatement.

For safety-related Events of Default, suspension may occur immediately and without opportunity to cure.

Termination

Company may terminate this Agreement:

a. Immediately, upon any safety-related Event of Default;
b. Immediately, upon any material misrepresentation by Renter;
c. Upon three (3) days' written notice for monetary defaults not cured within that period; or
d. At any time, with or without cause, upon written notice to Renter.

Termination shall not affect Company's right to recover amounts accrued prior to termination or any obligations which survive termination.

Remedies

Upon the occurrence of any Event of Default, Company shall have all rights and remedies available at law or in equity, including without limitation:

a. Recovery of all unpaid amounts, interest, fees, deductibles, loss-of-use damages, diminution in value, and any other sums owed under this Agreement;
b. Acceleration of any outstanding balances owed by Renter;
c. Recovery of all attorneys' fees, expert fees, court costs, arbitration fees, and collection costs incurred in enforcing this Agreement;
d. Setoff against any prepaid balances or deposits held by Company;
e. Recovery of costs associated with locating, securing, recovering, ferrying, inspecting, repairing, or returning aircraft;
f. Injunctive or equitable relief to prevent misuse or unauthorized operation of aircraft; and
g. Any other remedy permitted under Utah law.

No delay or failure by Company to enforce any right shall constitute a waiver of that right.

Interest

All unpaid amounts shall accrue interest at the then maximum rate permitted under Utah law, from the date due until paid in full. Post-judgment interest shall accrue at the Utah statutory rate.

Cumulative Remedies

All remedies under this Agreement are cumulative and may be exercised individually or concurrently. The exercise of one remedy shall not preclude the exercise of any other remedy.

12. <u>Dispute Resolution; Governing Law; Attorneys' Fees</u>

Governing Law; Venue; Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of Utah, without regard for the conflict or choice-of-law principles thereof. Both parties submit to personal and subject matter jurisdiction and exclusive venue in Salt Lake County, Utah and no other.

Jury Trial Waiver; Mandatory Arbitration

Except for actions related to Renter's delinquent or dishonored payments, the parties to this Agreement hereby irrevocably waive all rights to a jury trial in any action, proceeding, or counterclaim brought by any party against any other party and agree instead that any and all disputes between Renter and Company (including its past and present affiliates, employees, agents, officers, and lenders), other than those related to Renter's delinquent or dishonored payments, shall be resolved by individual binding arbitration, conducted by the American Arbitration Association ("***AAA***") under its Commercial Arbitration Rules and applicable Supplementary Procedures for Consumer-Related Disputes ("***AAA Rules***") and in accordance with the terms of this Agreement. A copy of the AAA Rules may be obtained at <u>www.adr.org</u> or by calling 1-800-778-7879.

a. Neither party shall file or maintain any lawsuit in any court against the other, and any suit filed in violation of this section shall be dismissed by the court in favor of arbitration conducted pursuant to this Agreement. The parties agree that the moving party shall be entitled to an award of costs and fees of compelling arbitration.

b. The arbitration shall take place before a single, neutral arbitrator in Salt Lake County, Utah unless the parties agree otherwise.

c. The claiming party will be responsible for paying any AAA filing fee required at the time a claim is filed. The parties shall bear the expense of their own attorneys, experts and witnesses, unless the applicable law provides, and the arbitrator determines, otherwise.

d. The parties agree not to combine or consolidate any claims with those of any other persons. Further, the parties agree that the arbitrator shall have no authority to join or consolidate claims by more than one person.

e. The Federal Arbitration Act, including all its substantive and procedural provisions, and related federal decisional law shall govern this Agreement to the fullest extent possible. All determinations as to the scope, enforceability, validity, and effect of this Agreement shall be made by the arbitrator, and not by a court.

f. The arbitrator shall have the power to award any remedy that directly benefits the parties to this Agreement (provided the remedy would be available from a court under Utah law) but not the power to award relief for the benefit of anyone not a party to this Agreement.

g. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

h. This arbitration clause shall survive the termination of Student's relationship with Company.

I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING RIGHTS TO A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS PROVIDED IN THE AAA RULES), AND TO LITIGATE A DISPUTE OR CLAIM IN ANY COURT.

_____ Initial

13. <u>Amendments; Policy Changes;</u>

RENTER AGREES TO REFER TO THE AGREEMENT AND PROGRAM DOCUMENTS WHEN NOTIFIED OF A CHANGE. COMPANY MAY UPDATE THESE DOCUMENTS AT ANY TIME. RENTER SHALL HAVE THIRTY (30) DAYS FROM NOTICE OF A CHANGE IN WHICH TO REJECT SUCH CHANGES AND TERMINATE THIS AGREEMENT. AFTER THIS THIRTY DAY PERIOD ALL CHANGES ARE INCORPORATED HEREIN AND SHALL BECOME EFFECTIVE IN ALL RESPECTS AS IF SUCH CHANGES HAD BEEN INCLUDED WITHIN THE FOUR CORNERS OF THIS DOCUMENT.

_____ Initial

14. <u>Limited Agency; Third Party Beneficiaries</u>

Company operates an aircraft rental and flight training program utilizing aircraft that may be owned by third-party aircraft owners who have entered or may in the future enter into marketing, management, leaseback, or similar agreements with Company (collectively, such class of persons shall be referred to as "***Aircraft Owners***"). Company acts as marketing and administrative agent for such aircraft owners solely for the limited purposes of marketing the aircraft, arranging aircraft rentals, entering into rental

agreements with renters, administering renter eligibility and qualification requirements, scheduling aircraft use, and collecting rental payments and related fees. Company's agency authority in this capacity applies to aircraft currently or subsequently made available to Company. The aircraft owners are not parties to this Agreement and shall have no operational responsibilities with respect to any flight conducted under this Agreement. Notwithstanding the foregoing, the Aircraft Owners are expressly intended third-party beneficiaries of the indemnification, release, assumption of risk, insurance, limitation of liability, waiver, and similar liability-protection provisions of this Agreement, together with any other provisions intended to protect the Company, its affiliates, managers, employees, contractors, agents, or principals from liability arising from the operation or use of aircraft rented under this Agreement, and may enforce such provisions directly to the same extent as Company. Such status shall apply to all current and future Aircraft Owners whose aircraft are made available to Company, regardless of whether such Aircraft Owners are identified at the time this Agreement is executed

15. Non-Solicitation

Renter acknowledges that Company has made substantial investments in recruiting, training, and retaining its flight instructors, pilots, employees, contractors, and agents (collectively, "***Company Personnel***"). In recognition of those investments, Renter agrees that during the term of this Agreement and for a period of six (6) months following the expiration or termination of this Agreement for any reason, Renter shall not, directly or indirectly, on its own behalf or on behalf of any other person or entity: (i) solicit, recruit, induce, or encourage any Company Personnel to terminate or reduce their relationship with Company; (ii) hire, engage, or retain any Company Personnel as an employee, independent contractor, flight instructor, or in any other capacity; or (iii) assist any third party in doing any of the foregoing. The foregoing restrictions shall apply regardless of whether Renter had direct contact with the applicable Company Personnel during the term of this Agreement. Notwithstanding the foregoing, this Section 15 shall not prohibit Renter from (a) responding to a Company Personnel member who independently and without any direct or indirect solicitation by Renter initiates contact regarding potential employment or engagement, provided that Renter did not encourage or facilitate such contact, or (b) making general solicitations for employment through public postings, advertisements, or recruiting platforms not targeted specifically at Company Personnel. The parties acknowledge that a breach of this Section 15 would cause Company damages that are difficult to calculate with precision. Accordingly, in the event of any breach of this Section 15, Renter shall pay to Company, as liquidated damages and not as a penalty, the sum of $25,000, which the parties agree represents a reasonable estimate of Company's actual damages, including costs of recruitment, training, and lost operational continuity, and is not intended as a forfeiture or penalty.

16. <u>Miscellaneous</u>

The provisions relating to insurance, indemnification, release, limitation of liability, payment obligations, dispute resolution and remedies, confidentiality, non-solicitation, and any disclaimer of warranties or guarantees shall survive the termination or expiration of this Agreement.

Company represents that it is a limited liability company organized under the laws of Utah and that it has the authority to enter into this Agreement. COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ANY MATTER ARISING OUT OF THIS AGREEMENT. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE. RENTER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT RENTER'S USE OF PRODUCTS PROVIDED HEREUNDER (INCLUDING USE OF ANY SOFTWARE OR

INTERNET PLATFORM), AND ANY THIRD-PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH THE RENTER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Renter expressly agrees that this Agreement, including any release, waiver, and indemnity sections herein, is intended to be as broad as permitted by the State of Utah and that if any portion of this Agreement is held invalid, it shall be amended to the minimum extent necessary to bring it into conformity and enforceability. It is agreed that any invalidity shall not affect the balance of this Agreement which shall continue in full legal force and effect. Without limiting the foregoing, if any temporal or substantive restriction in the Non-Solicitation provision of this Agreement is found to be unenforceable, the court is expressly authorized and requested to modify such restriction to the minimum extent necessary to render it enforceable rather than to void it entirely.

Each party agrees that it shall keep confidential and shall not disclose to any third party any non-public, proprietary, or confidential information of the other party obtained in connection with this Agreement, including without limitation business plans, operational procedures, financial information, aircraft usage information, and management practices ("***Confidential Information***"), except as required to perform its obligations under this Agreement or as required by applicable law or regulation. Each party shall use the other party's Confidential Information solely for purposes of performing under this Agreement and shall take commercially reasonable measures to protect such information from unauthorized disclosure. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

This Agreement may be executed with an electronic signature (such as Adobe Acrobat, DocuSign or another similar technology) and such shall be deemed an original signature for all purposes.

This Agreement, together with any program documents referenced and incorporated by reference (collectively, the "***Program Documents***") constitute the entire agreement between the parties related to the subject matter herein, and supersedes any prior agreements, proposals, understandings, or communications. Should any conflicts exist between the terms of the various Program Documents, they shall be decided according to the terms of the documents in this order: (1) this Agreement, and (2) the Program Documents.

No provision of right, power, or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of any party, its agents, officers, or employees, but only by an instrument in writing signed by an authorized representative of each party. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default.

All communications, declarations, demands, consents, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered by email with confirmation of receipt, personally, or in the case of documented overnight delivery service or registered or certified mail, return receipt requested, delivery charge or postage prepaid, on the date shown on the receipt therefor, in each case at the address set forth below:

If to Company:

CW Flight LLC

369 N 2370 W

Salt Lake City, UT 84116

Attn: Michael Caldwell-Waller

Email: michael@cwflight.com

If to Renter:

Name: _____

Address: _____

City, State, Zip: _____

Attn: _____

Email: _____

Having read and understood this entire agreement, having had ample opportunity to seek legal counsel, and having fully informed myself as to the matters therein, I warrant that I am of legal majority age or that my parent or legal guardian has executed the accompanying Parental Consent and Release, that I am of sound mind, and fully agree to all terms and conditions as set forth herein in exchange for being permitted to rent the aircraft provided by the Company. I understand this is a legally binding contract.

RENTER:

Signature _____ Date _____
Printed Name _____

ACCEPTED BY COMPANY:

By:

Signature _____ Date _____

Printed Name _____

Title _____

PARENTAL CONSENT AND RELEASE

(Applicable only to renters under 18 years of age)

I, the undersigned, am the parent or legal guardian of _____, date of birth _____, a minor (the "***Student***") named on the accompanying Aircraft Rental and Services Agreement (the "***Agreement***"). I affirm that I have read and been fully informed of all duties, responsibilities, risks, warranties, and covenants set forth in the Agreement and the Program Documents and other materials it incorporates by reference, relating to the Student's rental of, and aviation activities involving, Company aircraft. Capitalized terms used but not defined here have the meanings given in the Agreement.

1. Financial Responsibility (Guaranty and Co-Obligation). In exchange for the Student being permitted to rent Company-provided aircraft and to participate in aviation activities, I agree to be jointly and severally liable, as a primary obligor and not merely as a surety, for all financial and contractual obligations of the Student under the Agreement, including without limitation rental fees and charges, amounts for damage to or loss of use of aircraft, insurance deductibles, liquidated damages, interest, and costs of collection (including reasonable attorneys' fees). This obligation is independent of, and enforceable regardless of, the Student's right as a minor to disaffirm the Agreement.

2. Release of My Own Claims; Covenant Not to Sue. ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS, I VOLUNTARILY RELEASE AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE, COMPANY AND ALL OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HAVE IN MY OWN INDIVIDUAL CAPACITY — INCLUDING ANY CLAIM FOR MY OWN LOSS OR EXPENSE (INCLUDING MEDICAL OR OTHER EXPENSES I MAY PAY ON THE STUDENT'S BEHALF) AND ANY CLAIM FOR LOSS OF CONSORTIUM OR SERVICES — ARISING OUT OF OR CONNECTED WITH THE STUDENT'S PARTICIPATION IN AVIATION ACTIVITIES OR THE USE OF AIRCRAFT, EQUIPMENT, OR FACILITIES PROVIDED BY COMPANY, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. THIS SECTION 2 RELEASES ONLY MY OWN CLAIMS AND DOES NOT PURPORT TO RELEASE OR WAIVE ANY CLAIM BELONGING TO THE STUDENT.

3. Acknowledgment and Assumption of Inherent Risks. I understand and acknowledge that aviation activities, including flight instruction, aircraft operation, and ground training, involve inherent risks, including the risk of serious bodily injury or death, whether arising from weather, mechanical failure, human error, or the negligence of others. I have discussed these risks with the Student, and on behalf of myself and the Student I knowingly and voluntarily accept and assume all such inherent risks of the Student's participation.

_____ **Initial**

4. Emergency Medical Consent. I consent to any emergency medical treatment for the Student deemed necessary under exigent circumstances by Company or by medical personnel, and I agree that Company shall not be liable for decisions made in good faith regarding such treatment. I will remain responsible for the cost of any such treatment.

5. Authority; Effect on Student's Claims; Severability. I warrant that I possess all rights, powers, and privileges of a parent or legal guardian necessary to execute this Consent. I understand that Utah law may not permit a parent to release, waive, or indemnify against a minor child's own claims, and nothing in this Consent is intended to require me to do so or to bind any other parent or legal guardian who does not sign below. If any provision of this Consent is held invalid or unenforceable, the remaining provisions — including my guaranty of financial obligations under Section 1, the release of my own claims under

Section 2, and the assumptions of risk and consents above — shall remain in full force and effect to the greatest extent permitted by law.

By signing below, I confirm that I have read and fully informed myself of the contents of this Parental Consent and Release and the accompanying Agreement, and I intend to be legally bound. Where the Student has two parents or legal guardians, each is requested to sign.

PARENT / LEGAL GUARDIAN:

Signature _____ Date _____

Printed Name _____

SECOND PARENT / LEGAL GUARDIAN (if any):

Signature _____ Date _____

Printed Name _____