

## BRAZOS VALLEY FLIGHT SERVICES RENTAL POLICY

**CHECKOUT REQUIREMENTS** – These requirements have been designed to ensure the safety of our clients. Let your check-out pilot know if you are considering further ratings, so these requirements can be tailored to help advance your experience to meet your flying goals.

Before any aircraft can be rented from Brazos Valley Flight Services, LLC, (BVFS) it is **mandatory** that the pilot meets the following requirements:

### For DAY VFR flight in local area (less than 50 nm)

**Must have current biennial flight review (BFR) and medical**, and if applicable, instrument flight currency in accordance with FAR 61.57.

Complete an open book questionnaire on each make and model of aircraft to be flown, as well as on BVFS policies and procedures.

**Must demonstrate** to a BVFS Flight Instructor representative flying skills and knowledge required by private pilot standards, regardless of how much experience the pilot may have.

### For Night VFR flight in local area (less than 50 nm)

**Must demonstrate** to a BVFS Flight Instructor representative **night and cross-country abilities** before any flights can be made.

### For Day Cross-Country

**Must demonstrate** to a BVFS Flight Instructor representative **day cross-country ability** before any flights can be made.

### For Night Cross-Country and IFR Checkouts

For **night cross-country flights** beyond 50 nautical miles the renter must be instrument rated and operate on an instrument flight plan regardless of weather.

If instrument rated and wishing to fly IFR, renter must demonstrate instrument proficiency. An instrument competency check must be completed if not current for IFR.

## CHECKOUT PROCEDURES

The checkout is informal, instructional, and is to the benefit of the renter as well as BVFS. We want you to be comfortable, confident, and safe flying the friendly skies. When scheduling for a checkout allow time to complete the aircraft questionnaire. The

instructor will review the completed questionnaire, pilot certificates, and logbook before flying. You will also be briefed on any local procedures and local landmarks.

Once you are checked out, you may rent the aircraft. All renters need to be **current within 90 days at BVFS in the make and model of aircraft being rented**. Renters are expected to update their 90 day currency in the My Profile tab in Schedule Master. If not 90 days current, a currency checkout is required with a BVFS Flight Instructor. Day and night currency is to be considered separate.

## INSURANCE COVERAGE

Brazos Valley Flight Services, LLC, is covered by insurance as operator of its aircraft. Aircraft hull damage and liability are covered when the aircraft is being operated by BVFS' instructors (acting as the Pilot in Command). BVFS, LLC, insurance coverage has a total limit of \$100,000 for each passenger and hull-value limits set on each aircraft, less the deductible of \$1,000 when in motion and \$ 250 when not in motion.

**When the aircraft is operated by a renter, including a solo student-pilot, the latter is responsible for the deductible and for all liability, whether the aircraft is being operated in flight or on the ground.** BVFS reserves the right to charge additional fees for loss of revenues resulting from damage to its aircraft. **It is strongly recommended that renters obtain renter's insurance coverage.** Please ask us for additional information on how to obtain renter's insurance if you do not already have it.

## SCHEDULING

The scheduling of all aircraft is on a "first come, first served" basis. We suggest scheduling your flight as far in advance as possible to ensure the airplane will be available. Except for "local" flights, a minimum charge of **two** hours per weekday and **three** hours per weekend day will be charged on all aircraft rentals. Cancellations should be made at the earliest possible time to free the aircraft for someone else. Make sure when scheduling that you are current.

If an aircraft is returned late, BVFS reserves the right to charge by clock hour at the hourly rate designated for that airplane for the late time.

**Checkride Schedule Pre-emption** – Scheduling a Practical Test involves coordinating the schedule of the student pilot, the examiner, the instructor, the airplane, maintenance, and good weather. Given the difficulty of coordinating all of these factors, students scheduling a checkride will receive priority on the aircraft over everybody else, if no other viable option is available. BVFS will always do its best to coordinate scheduling to minimize disruption.

**Maximum Schedule Length** - Airplanes are a limited and shared resource. In order to preserve availability to all students, scheduling the airplane for longer than 4 consecutive hours requires instructor, front desk personnel, or manager approval.

Approval can be requested in person, by phone call during office hours, or by email (info@bvfs.net) anytime.

## PROCEDURE FOR CONTROL OF THE AIRPLANES

Upon arrival at BVFS, LLC, inform the dispatcher or self-dispatch which aircraft you have scheduled, and you will be provided with a notebook that contains the aircraft key, Hobbs sheet, discrepancy sheet, and checklist. You may not fly an aircraft if there are open discrepancies on the discrepancy sheet. Be sure to check the discrepancy sheet prior to flight. BVFS, LLC, does not provide fuel testers.

Any and all flights without a BVFS Flight Instructor beyond the local area will require a **completed BVFS Aviation Mandatory Flight Manifest**. This is to be left at BVFS. For any flight landing more than 50 nautical miles away, **a flight plan should also be filed with a Flight Service Station.** DON'T FORGET TO CLOSE YOUR FLIGHT PLAN.

If qualified by BVFS to take the airplane overnight, enter in **the BVFS Mandatory Flight Manifest** the date and time that you expect to return. If weather or other problems occur that may interfere with the return of the airplane on time, call BVFS and advise. You will not be charged additional days rental fees if it is necessary to keep the airplane on the ground for safety reasons, however, if a BVFS pilot is required to retrieve the airplane, you will be expected to pay for that retrieval.

If anything on the airplane is found to be unsatisfactory, please include it on the discrepancy list. If the discrepancy is noted on the discrepancy list please notify the dispatcher immediately. All discrepancies require the attention of a mechanic or a BVFS Employee or representative, and must be signed off appropriately before the next flight. In the event of a maintenance problem, or landing on an unimproved airport or field, notify the following and obtain instructions:

Brazos Valley Flight Services Manager (Gary Gandy): (979) 260-6322 or (979) 820-5240 or Christian Bruccoleri: (979) 739-9407.

## AIRPLANE OPERATIONS

Proper flight planning and conservative operation of airplanes is expected as well as compliance with all applicable Federal Aviation Regulations and NOTAMS. Above 3,000 feet, normal cruise of **65% of BHP** will be used along with proper leaning procedures.

**Runways of less than 3,000 feet will NOT be used.** Operations are approved for paved runways only. Any unauthorized operation onto an unpaved field will be at the risk of the pilot and negates the insurance coverage. Any damage to the aircraft will be reported immediately to the Flight Operations Manager; Gary Gandy at (979) 260-6322 or (979) 820-5240.

At en-route stops the aircraft will be secured. If the stop is short, and weather permits safe parking, the plane should be chocked. If on the ground for more than one hour, or the weather requires it, then the aircraft must be tied down. The pilot will be responsible to maintain at least **one hour of reserve fuel for ALL flights**.

Upon return, the renter will be reimbursed for fuel (not oil), up to the maximum amount displayed at BVFS or current price at airport of departure. All receipts must be presented for money expended. Any other expenses must be authorized by BVFS prior to being incurred. BVFS, LLC, reserves the right to refuse payment of any unauthorized expense.

Extra charges will apply to airplanes that have had the master switch left on. There will be a charge for smoking in an airplane. Any check that is returned will also be assessed extra charges.

Rental rates are as quoted. All rental time is based on the Hobbs meter. If the Tach time exceeds the Hobbs time, charges shall be based on **120%** of the Tach time.

If your departure or return time is before or after normal operating hours, make arrangements with the dispatcher for picking up and returning the keys.

## TRAINING POLICIES AND STANDARD PROCEDURES

BVFS' goal is to adhere to the best practices and safest standard in the flight training industry. For this reason, we have put in place additional requirements to the minimum stated by 14 C.F.R. part 61 and 91, for Student Pilot operations and Renters.

### **Solo Cross Country Flights**

In order to be allowed to perform any Solo Cross Country Flight in an aircraft managed and operated by BVFS, Student Pilots must have already passed the FAA Knowledge Test for the initial training being sought (e.g. Sport or Private Pilot certificate). Students are encouraged to discuss this requirement with their instructor and plan accordingly to avoid delay in their training.

This restriction does not apply if the student is completing their initial training with an aircraft they own and such aircraft is not managed and operated by BVFS. Management, however, encourages all students and instructors to comply with this policy even with aircraft not operated by BVFS.

**There will be no flight instruction in BVFS aircraft, except by BVFS instructors.** No other instructor or pilot can fly or give instruction in BVFS aircraft.

### **Pilot in Command**

Only registered customers who have completed all the checkout procedures required by BVFS for the type of flight they intend to conduct, can act as Pilot in Command of any

BVFS aircraft. A renter cannot allow any person other than a pilot already registered and checked out by BVFS, to act as pilot in command, or be the sole manipulator of the flight controls, while operating a BVFS aircraft. This provision does not apply in case of an in-flight emergency.

No food, drinks, or smoking allowed in any BVFS airplane. Please do not leave trash in the airplane. For your own safety, always wear closed toe shoes. No flip flops or shoes without backs.

**No formation flights are allowed.** Not even by agreement with other pilots.

## NO SHOW and CANCELLATION POLICY

(Effective March 1, 2010)

A “**no show**” is a student or renter arriving at the flight school later than the schedule time. One half hour aircraft rental and instructor rate may be charged.

### Cancellations

Aircraft and dual instructional appointments cancellations should be made at least **24 hours in advance**, preferably by telephone to the flight school and the instructor, if appropriate.

**ANY** online cancellation **within** 24 hours of the appointment time **REQUIRES** telephone notification to the flight school and instructor (if applicable) to avoid possible minimum billing (usually one half hour plane rental and instructor rate).

Numerous cancellations will result in suspension of online booking privileges.

## Late Payment Fees

(Effective December 1, 2017)

Payment is expected at the time the services are rendered. BVFS accepts all major credit cards, debit cards, and cash. Personal checks are also accepted from enrolled customers in good standing. For after hour flights, or similar circumstances when the front desk cannot process a payment immediately, a grace period of **15 calendar days** from the day the invoice is created is allowed to settle the bill.

After the grace period expires, a late fee penalty equal to **15%** of the amount of the original invoice may be applied. If payment still has not been received, after 30 days from the application of the first late fee, an additional late fee of up to **50%** of the revised bill may be applied.

Customers who wish to avoid late fees are encouraged to contact us and coordinate with BVFS management to resolve the issue.

**REFUND POLICY**

Funds deposited with BVFS are fully refundable for active accounts. Active accounts are defined as having usage during the past 365 days. Accounts not meeting the active status are subject to liquidation and funds may be lost.

We value your business, and will continue to make available the finest aircraft and instruction. Your suggestions in any aspect of our operation are appreciated.

**USEFUL FREQUENCIES**

MONTGOMERY FSS	122.650 MHZ, 122.2 MHZ 1-800-992-7433
NAVASOTA UNICOM	122.900 MHZ
BRENHAM AWOS	121.125 MHZ
BRENHAM UNICOM	123.075 MHZ
COULTER UNICOM	123.000 MHZ
EASTERWOOD AWOS	126.850 MHZ
EASTERWOOD GROUND	128.700 MHZ
EASTERWOOD TOWER	118.500 MHZ
HOUSTON APPROACH	134.300MHZ
IN FLIGHT WEATHER	122.000 MHZ
EMERGENCY	121.500 MHZ

I certify that I have read and understand the above statements regarding Brazos Valley Flight Services Rental Policies and will comply with BVFS General Flight Training Policies, Safety Procedures and Practices.

\_\_\_\_\_  
Renter/Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (BVFS representative)

\_\_\_\_\_  
Date

**REMEMBER... FLY SAFE!**

# Liability Waiver

## *Brazos Valley Flight Services, LLC Release, Waiver, and Indemnity Agreement*

Release executed on (date): \_\_\_\_\_

by (full name): \_\_\_\_\_ currently resident in (address):  
\_\_\_\_\_  
\_\_\_\_\_

referred to as the **RELEASOR**. In favor of Brazos Valley Flight Services, LLC and all officers, representatives, and sponsors, referred to hereafter as **RELEASEE**.

**Releasor** is seeking permission to participate in flying related activities. Releasor acknowledges and understands the risks and hazards inherent or to be anticipated in being a pilot, student pilot, or a passenger in such related activities. Releasor voluntarily chooses to participate with full knowledge of these risks and hazards. initials \_\_\_\_\_

*RELEASE/WAIVER: In consideration of the above named Releasor being permitted to participate as described above, Releasor, for himself/herself and his/her personal representatives, heirs and next of kin, hereby convenience not to sue, releases waives and discharges releasees, from all liability to the Releasor. his or her personal representatives, assign, heirs, and next of kin, for all loss of damage, and from every claim, demand, action or right of action, of whatsoever kind of nature either in law or in equity, on account of injury to the person or property of, or resulting in death of the Releasor, whether caused by the negligence of the releasees or otherwise while the Releasor is for any reason participating in activities described above.* initials \_\_\_\_\_

*INDEMNITY: Releasor agrees to indemnify the releasees of any loss, liability, damage or cost releasees may incur due to the participation of the Releasor in flying related activities, whether caused by the negligence of releasees or otherwise.* initials \_\_\_\_\_

*Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad as permitted by the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.*

This release contains the entire agreement between the Releasor and the releasees and the terms of this agreement are contractual and not a mere recital. initials \_\_\_\_\_

**Releasor has carefully read this agreement, fully understands its contents, is aware that this is a release of liability and a contract between the parties hereto, and has signed at his/her own free will.**

\_\_\_\_\_  
Printed Name of Releasor

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

# Brazos Valley Flight Services Rental Policy LSA Addendum

If you are using a U.S. driver's license to meet the medical requirements to operate our light sport aircraft you hereby certify that, during the course of your operation of that aircraft:

(1) You will comply with each restriction and limitation imposed by your U.S. driver's license and any judicial or administrative order applying to the operation of a motor vehicle in the state that issued your license;

(2) You have been found eligible for the issuance of at least a third-class airman medical certificate at the time of your most recent application (if you applied for a medical certificate);

(3) You have not had your most recently issued medical certificate (if you held a medical certificate) suspended or revoked or most recent Authorization for a Special Issuance of a Medical Certificate withdrawn; and

(4) You do not know or have reason to know of any medical condition that would make you unable to operate our light-sport aircraft in a safe manner.

At any time you cannot comply with these four items you may not fly our LSA aircraft and will contact us immediately.

Also I understand that: This aircraft was manufactured in accordance with Light Sport Aircraft airworthiness standards and does not conform to standard category airworthiness requirements.

**SOLO WIND LIMITATIONS:** Max wind  $\leq$  22 KTS (including gusts), Max crosswind component  $\leq$  10 KTS

Date: \_\_\_\_\_

Pilot Name: \_\_\_\_\_

Pilot signature: \_\_\_\_\_

BVFS representative: \_\_\_\_\_

# Sales Tax Exemption Letter

Brazos Valley Flight Services, LLC  
1820 George Bush Dr. W  
Building 1091  
College Station, TX 77845  
979.260.6322

Primary Flight Instructors:

Adam Hambrick  
Brennan Miller  
Christian Bruccoleri  
David Kelly  
Gary Gandy  
Jared Brank

I \_\_\_\_\_ am currently working on the following rating(s):

Private	Instrument	Commercial
ATP	CFI	CFII

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

# RENTER'S INFORMATION SHEET BRAZOS VALLEY FLIGHT SERVICES, LLC

(Information provided below is held confidential and used only for BVFS contact or emergency purposes)

Name: \_\_\_\_\_  
(Last) (First) (Initial)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Do you grant BVFS permission to use photographs of you for such purposes as publicity, illustration, advertising, and Web content? Yes\_\_\_ No\_\_\_

Medical Class and Date (if applicable): \_\_\_\_\_

Flight Review or recent rating date (if applicable) : \_\_\_\_\_

### Emergency contact:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**For Office Use Only – Checklist** QuickBooks: \_\_\_ Schedule Master: \_\_\_  
**ALL required documents must be presented at the time the customer folder is created. NO EXCEPTIONS.**

Data verified by: \_\_\_\_\_

**Date:** \_\_\_\_\_ **Renter:** \_\_\_\_\_ **or** **Student:** \_\_\_\_\_

#### **New Student Part 61**

Photo ID **with address**: \_\_\_\_\_

Current Passport or Birth Certificate: \_\_\_\_\_

Sign-up packet: \_\_\_\_\_

TSA Auth \_\_\_\_\_

#### **Existing Pilot:**

Pilots License: \_\_\_\_\_

Medical Certificate: \_\_\_\_\_

Airplane Check Out Sheet: \_\_\_\_\_

Current Passport or Birth Certificate: \_\_\_\_\_

Photo ID **with address**: \_\_\_\_\_

Sign-up packet: \_\_\_\_\_

#### **Approved for flight in:**

C172 \_\_\_\_\_

C162 \_\_\_\_\_

C150 \_\_\_\_\_

C172SP \_\_\_\_\_

PA28R-200 \_\_\_\_\_