



Charter Contract

Parties: named in the contract

Rental Company, named A

Renter, named B

-

AviatX GmbH

Name:

Übersbachgasse 51b/2

Street/Nr.:

A – 8280 Fürstenfeld

Zip code/Town:

ATU 711 87057

Country/ VAT Nr.:

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 renter above.

A is committed to provide the subject matter, including all necessary accessories for operation (see Appendix 1, Appendix 2) from the beginning of the charter period in _____ (location of handover), ready for flying and airworthy.

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). This protocol has probative value. In case of absence of A, A will nominate a substitute.

In case of a disagreement concerning the content of the protocol, the points concerned shall be highlighted and photos for documentation shall be made.

2. Charges

All prices in this contract exclude VAT. For customer without VAT Number the tax amounts 20%.

The charter fees are:

_____.

For jet engine: 1 Engine start for training purpose is mandatory and free of charge. Thereafter the use of the engine will be charged with 4€ per minute/ min 20€ per Engine start.

B commits himself to a prepayment of 15% of the whole charter fee within 10 days after signing the contract, otherwise the aircraft can be reassigned by A and the contract becomes invalid.



Payment Table

Charter sum	15% prepayment	10 days after signing the contract
	85%	3 month before 1 st renting day
Deposit	5000€ excl.MwSt	Before Handover
	Return of deposit	After return of the glider without damage

Cancellation of confirmed order by B:

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, except the amount of 15% prepayment.

If the contract is cancelled by B within 3 months 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.

Cancellation of confirmed order by A:

A may cancel the contract only if the glider is in unairworthy condition due to accident of previous renters, or there is any sign that B makes false statements in the contract and B is unreliable.

In this case A will refund all payments for B.

B agrees to transfer a security deposit of € 5.000, -, latest at handover, 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.

*Note: A will charge 60€/hour for cleaning and maintenance if the glider + trailer is not in proper condition during return.

Any costs for fuel,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: AviatX GmbH
Bank: Raiffeisenbank Fürstenfeld
SWIFT(BIC): RZSTAT2G077
IBAN : AT07 3807 7000 0006 4923



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 (D-registered). He further commits, not to leave the subject matter to third parties.

B has a total flight experience of at least 300 hours on gliders, including 50 hours within the last 12 months before the charter period, or 50 hours of flight time on a similar type (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 confirms that the person and the vehicle towing the trailer have a valid license/permission to do so. The maximum permissible mass of the trailer is kg.

B is responsible for complying with the applicable national law of the states where the glider is operated. We particularly point out that this glider is not equipped with an ELT. Therefore it is only permitted in certain states (e.g. Austria) to be operated in the vicinity of an airfield.

B is responsible for assessing and maintaining airworthiness of the aircraft during the entire 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. The amount of retention is 5000€. These insurances remain valid during the rental period.

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 of several renters sharing this contract, all of them are liable for all obligations under this contract jointly.

B commits himself to repair any damage not covered by insurance benefits, properly and professionally on his own expenses. In any case he is obliged to bring the subject matter in a condition equivalent to the condition at rental begin 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.

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 +43676 55 65 078 (Stessl Martin) 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, it can be assumed that the subject matter is still usable as a glider. In this case the charter price is reduced by € 50 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
- 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:	_____
Glider pilot license nr.:	_____
Date of issue:	_____
Valid until:	_____
Medical valid until:	_____
Gliding hours total:	_____
Thereof 15/18m class:	_____
Flying hours in mountains:	_____
Flying hours on the chartered or similar type:	_____
Gliding hours last 24 months:	_____
Gliding hours last 12 months:	_____



Was there any accidents in flying history/description

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

10 Final provisions:

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

Location/date: Fürstenfeld, _____

Signature renter B: _____

Signature rental company A: _____

Equipment List	Appendix 1
Callsign: D-KSTM	date:

Glider	nr.	status		remarks
		ok	nok	
fuselage with canopy				
left inner wing panel				
right inner wing panel				
left outer wing panel				
right outer wing panel				
main pin				
main pin cover				
tailplane				
TE probe				
Elevator bolt				
headset with mikrofon				
bugwiper				
Cobra trailer	nr.	status		remarks
		ok	nok	
spare wheel				
hand crank				
ramp extension for tailwheel				
key for trailer				
first aid kid				
trailer documents				
wing wheel				
tow bar with tail lifting device				
tail dolly				
Gummi shoes				
18m tips water filling house				
rigging handle left				
rigging handle right				
wing stand				
flap lock				
water sprayer tail tank refuelling				
3/4 inch gardena conector				

Equipment List	Appendix 1
Callsign: D-KSTM	date:

Parachute	nr.	status		remarks
		ok	nok	
National 425 bag				
Covers	nr.	status		remarks
		ok	nok	
left wing inner and outer part				
right wing inner and outer part				
tailplane				
rear fuselage and vertical stabilizer				
forward fuselage with canopy bag				
flexible canopy cover				
Other accessories	nr.	status		remark
		ok	nok	
fuel canister				
refuelling hose				
battery charger				
charging cable				
cockpit seal				
zick zack band				
addidional water filling cap				
cable drum				
tie down straps				
tie down pegs				
bug cleaning pad				
aquatec cloth (chamois)				
bucket				
dissolvent for cleaning				
polish & cloth				
paper towels				
tape				
grease				
water-meter				
1/2, 3/4 inch water-hose gardena				

Equipment List	Appendix 1
Callsign: D-KSTM	date:

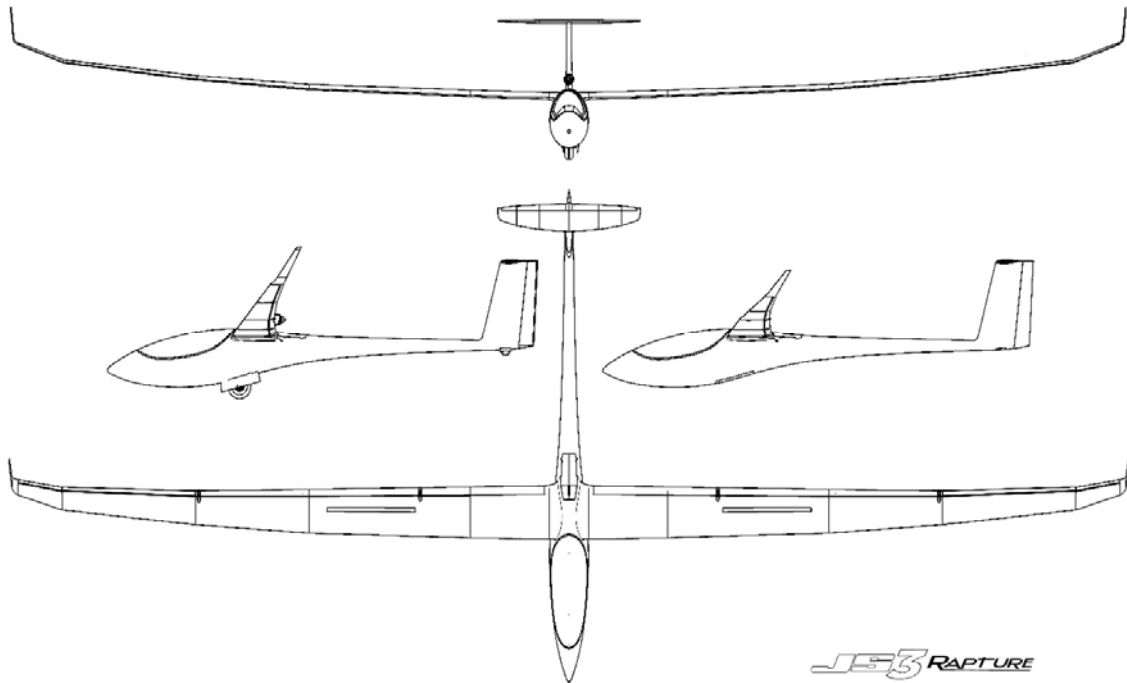
box grey (high)				
box grey (low)				
Documents	nr.	status		remark
		ok	nok	
Flight Manual english				
Insurance Certificate				
Certificate of Airworthiness				
Airworthiness Review Certificate				
Certificate of Registration				
Noise Certificate				
Aircraft Station Permission				
Logbook				
Permit to Fly				
Maintainance Manual				
contract				
payment				
permit to fly agreement				

Handing over Protocol
Appendix 2

JS3A ▪ D-KSTM

Client:

Charter period:



Please draw any damage to the aircraft and describe accurately:

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Signatur transferee

.....
Date

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Signatur transferor