



JUSTICE AVIATION RULES & REGULATIONS

3011 Airport Avenue, Santa Monica, CA 90405
Ph: 310-313-6792 Fax: 310-313-6794 www.JusticeAviation.com

Right to Refuse Service:

Justice Aviation has the right, at any time, to refuse aircraft rental and flight instruction to our customers. Customers demonstrating dangerous decision making skills, display signs of anger management problems, are disrespectful to Justice Aviation staff, refuse to follow company policies or are involved in an accident or incident may be asked to take their business elsewhere. It is not our intention to refuse service, but safety and the well being of our staff is number one.

Pilot Currency:

Justice Aviation has a 90 day currency policy for all renters. If you haven't flown with Justice in the last 90 days, you will be restricted from scheduling aircraft and must fly with a Justice instructor to determine your renter proficiency. You will be required to demonstrate at least 3 take-offs and landings and present current documents (medical, insurance, pilot certificate, credit card, etc.) before you are allowed to rent aircraft again.

Aircraft Checkouts:

Pilots must be checked out in each make and model aircraft they desire to rent. If a customer holds an instrument rating and wishes to have instrument privileges in a Justice aircraft, he or she must complete an Instrument Proficiency Check as part of his or her initial checkout.

Insurance:

Renters & solo students agree to provide proof of renter's insurance that will cover the downtime of the plane and will also cover the deductible of \$1,500.00 for single engine or \$2,500.00 for multi-engine, if the airplane is damaged. Minimum insurance requirements are as follows:

Liability Coverage: \$250,000 – Each Occurrence; \$25,000 – Passengers

-&- Physical Damage Coverage To Unowned Aircraft:

Aircraft Below 200HP: \$5,000

-or- Aircraft Above 201HP: \$10,000

Medical and Flight Reviews:

All pilots are required to maintain current & valid medical certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting Justice Aviation aircraft.

Aircraft Flight Time:

The Pilot is responsible for checking the current HOBBS/TACH time, to the highest tenth, upon aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately reported to Justice Aviation for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch sheet, to the highest tenth, the ending HOBBS/TACH time after shutting down the aircraft.

Before & After Hours Rentals:

Pilots wishing to depart before normal business hours (8:00am) will need to make special arrangements with Justice Aviation the night before their flight to obtain the aircraft keys. Reservations of aircraft over night or after 5:00pm must have a credit card on file. Dispatching the aircraft and financial arrangements must be made prior to closing.

Aircraft Minimums:

On a full days rental (An aircraft reserved for 5 hours or more between Justice Aviation business hours of 8am.– 5pm. , or any 24hr. rental period there of*), I will be responsible for a Minimum rate of:

Weekdays = 2 hrs based upon the hourly rate.

Weekends = 3 hrs based upon the hourly rate.

Adjusted Minimum Reservations: If a reservation that triggers the 'aircraft minimum rule' is adjusted within 24 hours for a lesser reservation time(that wouldn't incur the aircraft minimums) then the renter will still be responsible for the minimum rate of that aircraft for that day.

***The '24hr' Period Inclusion:** If a renter who rents from 12:30pm one day(4.5hrs. total (12:30-5pm)) and returns at 12:30pm the next day(4.5hrs. total (8am-12:30pm)), this would trigger the 1-day minimum for the 24hrs of rental, *but not for any one individual day*, the renter in this case would be charged for at minimum 2 hours **-or- 3 if the reservation ended on a weekend day with 4.5 hours or more.** In order for a renter to avoid a 'minimum daily charge', the renter would have

to schedule the aircraft less than 5 hours the first day (i.e. depart at or after 12:30pm) and return the aircraft before that time (i.e. return at 12 noon) the following day (23.5 hrs) to avoid the minimum triggers for the 24 hr period.

Aircraft Cancellations:

All cancellations must be done 24 hours in advance. If an aircraft reservation is canceled with less than 24 hours advanced notice (other than weather or illness) the renter/student will be charged the following:

Aircraft reservation of 4.5 hours or less = 1 hr based upon the aircraft rate.

Aircraft reservation of 5 hours or more = 2 hrs based upon the aircraft rate.

-NO EXCEPTIONS-

Instructor Cancellations:

All cancellations must be done 24 hours in advance. If an Instruction reservation is canceled with less than 24 hours advanced notice, the renter/student will be charged the following:

Instructor reservations of 3 hours or less = 1 hr based upon the instructors' rate.

Instructor reservations of 3 hours or more = 2 hrs based upon the instructors' rate.

-NO EXCEPTIONS-

Extended Rental Deposits:

A deposit must be paid in advance for any reservations that will activate our aircraft minimums (per our aircraft minimum rule). Justice Aviation will hold on account an amount equal to or greater than the required number of hours to be flown multiplied by the cost of aircraft per hour; or, the total amount of estimated flight hours (based on the pilots' flight plan), whichever is greater, prior to the dispatch of the aircraft.

Checkrides:

FAA Checkrides have priority over any and all reservations, if you are moved from your reserved plane due to a checkride, Justice Aviation will make a good faith effort to notify you and accommodate your reservation on the next available and closest model aircraft.

Renter Dispatching:

All pilots are required to be dispatched by a Justice Aviation employee. All pilots planning cross-countries should note the airports of intended landing on the Flight Schedule reservation. The reservation must include the exact airport identifier and Justice Aviation reserves the right to forbid landings at particular airports. Pilots will, immediately before flight, obtain weather reports and forecasts pertinent to each flight and familiarize themselves with all available information concerning the flight.

Student Pilot Dispatching:

Justice Aviation students may only solo Justice Aviation aircraft between the hours of 8:00am – 5:00pm. Students wishing to solo must have current endorsements from their instructor, medical certificate, and fill out a Student Solo form every time they wish to fly. For cross country flights, students must be dispatched by a Justice Aviation instructor & must plan to be on the ground at KSMO by 5:00pm. Student pilots are required to file a flight plan with FSS for all cross country flights. Upon arrival at destination airports, student pilots will close flight plans with FSS. If an unscheduled landing is made on a student solo, the student pilot must contact Justice Aviation to be re-dispatched before departure and will make the appropriate notification to Flight Service.

Fuel Reimbursement:

All aircraft are rented wet. Renters will be reimbursed at Justice Aviation's current rate. Justice Aviation does not pay for landing, tie down, or other miscellaneous taxes and service charges.

Pre-rental Inspection:

Renters are solely responsible for performing a thorough pre-rental inspection of their rented aircraft. Any and all damage found should be reported to Justice Aviation before take-off to avoid renter's financial responsibility.

Departure & Arrival Of Justice Aircraft:

Renter & student pilots must pull all aircraft to the center yellow line of the taxi way before engine start. Pilots must then immediately exit the Justice Aviation ramp area to make way for other returning or outgoing aircraft. Be aware that should you start engines with cars, aircraft or persons behind you and cause damage or harm due to flying debris from your aircraft, you are and will be held liable for any said injury or property damage under FAA Regulations. **UNDER NO CIRCUMSTANCES ARE PILOTS ALLOWED TO START ENGINES AGAINST THE JUSTICE HANGAR.** Upon returning, pilots are expected to shut down on the yellow taxi line and manually push back Justice Aircraft into the tie down. **UNDER NO CIRCUMSTANCES ARE PILOTS ALLOWED TO SPIN/POSITION AIRCRAFT UPON THEIR RETURN SO AS TO PROP BLAST BYSTANDERS, CARS OR THE JUSTICE HANGAR.** Ask for help if needed.

Aircraft Tires:

Renter & student pilots are responsible to check aircraft tires prior to each flight to ensure there are no bald spots with cord showing. If an airplane is grounded for a flat tire or bald spot (with cord showing), the last student or renter pilot to fly the airplane will be billed for the full cost of the tire replacement (labor, parts and retrieval expenses). The last student or renter pilot to fly the airplane will be required to complete at least three take offs and landings with a Justice Aviation instructor before he or she rents again.

Restricted Maneuvers:

- (1) No pilot will perform spins, aerobatics, formation flight or any other unsafe operations in Justice Aviation aircraft.
- (2) No pilot will perform single-engine go arounds in a multi-engine aircraft.
- (3) Minimum altitudes will be consistent with FARs; flights below FAR minimums will not be tolerated.
- (4) No touch & go's may be performed in a complex aircraft. Stop and go's or taxi back only.
- (5) No pilot will execute any maneuver from which recovery can not be completed above 1500' AGL.
- (6) *Pattern Flying At Night (see below)

Runway Surfaces:

Pilots must have prior written authorization from Justice Aviation & Aircraft Owners to land on any runway surfaces other than pavement. For example, grass or dirt strips. However, in the event of an actual emergency this rule does not apply.

Aircraft Operation:

- (1) Justice Aviation rental aircraft will be used for the purpose of pleasure flying only.
- (2) Flights for the purpose of compensation or hire are prohibited. (Pilots will not carry persons or property for hire).
- (3) The renter or student pilot who has received an aircraft checkout is the only pilot that is authorized to operate the aircraft.
- (4) Dual instruction, by non-Justice Aviation flight instructors, is strictly prohibited.
- (5) Renter and student pilots will observe all federal (FAA), state and local air safety regulations and other applicable laws & will obtain weather reports and forecasts prior to any flight.
- (6) Renters & Students must be on an FAA flight plan on flights to destinations more than 50 NM from Santa Monica Airport.
- (7) Renters will land only at established, public airports, with hard surface of at least 2,800 feet.
- (9) Renters/Students will not give flight instruction.
- (10) Renters/Students will advise Justice Aviation of proposed cross-country flights and airports to be utilized.
- (11) Justice Aviation recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. Student pilots on solo flights are REQUIRED to perform an aircraft weight and balance (Justice Aviation provides weight and balance forms).

Pattern Flying At Night:

Renters and instructors will not fly the pattern at Santa Monica Airport beyond 9pm during Pacific Daylight Time and 8pm during Pacific Standard Time. These voluntary restrictions will allow sufficient hours for training at Santa Monica Airport at night to meet the demands of night currency required by the Federal Aviation Regulations and at the same time reduce the amount of pattern flying at hours that are more likely to disturb our neighbors.

In the event a flight school aircraft does not comply with this procedure, we ask that City Staff inform us, and we will counsel any pilot who does not comply. Pilots and Instructors who do not comply will be informed that he or she will lose rental privileges upon a second violation.

Cross-Country Rentals:

- (1) Flight plans must be filed for all cross-country flights.
- (2) Only airports with field lengths meeting the criteria for intended flight as defined in the Justice Aviation Aircraft Operations Section will be used, and in any event, be a facility published in the Airport Facilities Directory with a paved runway unless otherwise approved by a Company Instructor or Management. Flight outside of the continental United States is prohibited.
- (3) Extended over water flight is prohibited in single-engine aircraft (except to Catalina Island).
- (4) Renter is responsible for any ramp, landing, parking or any other fees incurred while aircraft is in Renter's possession.
- (5) Night VFR XC is limited to currently qualified Instrument Rated pilots, or those pilots who have completed a night checkout by a Justice Aviation instructor in type of aircraft flown.

Securing of Aircraft:

At the end of a flight, Justice Aviation aircraft must be returned to their assigned parking spot, pushed back by using the tow bar, control lock installed, pitot tube cover, windows closed, trash removed & doors locked. Failure to do so may result in additional fees to the renter. Kicking the front nose wheel, pushing on the spinner or pushing on the tail of the aircraft are prohibited methods of pushing the airplane back. Airplanes will be returned with no other than normal wear and tear. If the aircraft has endured any damage or other than wear and tear use, advise Justice Aviation immediately.

Maintenance Grounding Issues:

If during your aircraft rental period you encounter a maintenance problem (*not related* to renter's negligence) that

grounds the aircraft, you will be responsible for rental cost of the aircraft to that grounding destination.

If during your aircraft rental period you encounter a maintenance problem (*related* to renter's negligence) that grounds the aircraft, you will be responsible for the rental cost of the aircraft for the time flown and costs of facilitating the airplanes' return.

Any additional cost the renter may incur of cab, rental car, or airlines fees for the renter's or instructor's return to Santa Monica is the responsibility of the renter.

Weather Grounding Issues:

If during your aircraft rental period you encounter weather conditions that ground the aircraft, you are responsible for the rental cost of the aircraft for the time flown and costs in facilitating the airplanes' return. Any additional cost the renter may incur in cab, rental car, or airlines fees for the renter's or instructor's return to Santa Monica is the responsibility of the renter.

Incidents & Damage:

Renter and student pilots will report all accidents/incidents, major and minor, to Justice Aviation at once, together with the names and addresses of witnesses and involved parties. Renter is responsible for all damage caused by renter's negligence. In the case of the aircraft returning with damage (including, but are not limited to: airframe dents/cracks, tire flat/bald spots, or aircraft interior), the renter will be responsible for any and all costs for replacement and/or maintenance for those damaged items. All off-site maintenance must be authorized by Justice Aviation prior to any maintenance being performed on the aircraft. The renter will coordinate with Justice Aviation on the return of the Aircraft to KSMO once the maintenance discrepancy has been repaired.

Aircraft Retrieval:

It is understood that all renters/solo students can check weather forecasts for KSMO regarding time of arrival of their flight. All Renters/Students are responsible for costs associated with the retrieval of the rented aircraft left anywhere other than Santa Monica Airport due to weather, damage or similar incidents (attributed due to renter/student negligence), and agrees to reimburse Justice Aviation for those costs on demand. Any additional cost the renter may incur of cab, rental car, or airlines fees for the renter's or instructor's return to Santa Monica is the responsibility of the renter.

Battery Failure Due To Master Switch(Left On):

It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. In the event the master switch is left on by a student or renter pilot causing a dead battery, he or she will be charged (*currently \$100*) for the repair.

Pitot Tube/Tie Down:

There have been off airport landing incidents due to partial blockages of an aircrafts' pitot tube. This may or may not be attributed to the lack of Pitot Tube cover being replaced on the aircraft after flight. Renters that fail to replace the Pitot Tube Covers of an aircraft will incur a \$10 fee by Justice Aviation for each occurrence with or without notice. Renters that fail to properly tiedown an aircraft (aircraft not chained down, doors left open, baggage door open, etc.) will incur a \$10 fee by Justice Aviation for each occurrence with or without notice.

Cleanliness:

It is the renters responsibility to leave the aircraft interior in a clean condition after each flight. Aircraft that have been returned in an unclean manner (trash/food debris, pet hair(animals in aircraft), air sickness, etc.), will incur a cleaning fee for the washing and/or detailing of the aircraft (*currently \$180*).

Payment:

Justice Aviation accepts cash, checks, Visa, MasterCard, American Express, and Discover as payment for aircraft rental and services rendered. All past due accounts will incur a finance charge in the amount of 2% of the balance due per month (24% per annum). All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

Past Due Accounts:

Pilot's account must be paid current to maintain flying privileges with Justice Aviation. An account past due 90 days or more will result in collection action being taken.