

**AIRCRAFT LEASE AGREEMENT
PLUS ONE FLYERS, INC.**

THIS AIRCRAFT LEASE AGREEMENT is made and is effective on _____, 200 ____

between _____ the undersigned (Lessor) and PLUS ONE FLYERS, INC., San Diego, CA (Lessee) and is made with reference to the following facts:

- A. Lessor is the registered owner (s) of the aircraft described herein and desires to lease such aircraft to Lessee.
- B. Lessee desires to lease such aircraft from Lessor for the purpose of rental to members of Plus One Flyers, Inc., Lessee Corporation.

THEREFORE, in consideration of the mutual covenants and terms contained herein, the parties hereto agree as follows:

1. Lessor leases to Lessee the following described aircraft:

- | | |
|---|---|
| (a) FAA Reg. No.: <u>N-_____</u> | (f) Lien holder name and address: _____ |
| (b) Make: _____ | _____ |
| (c) Model: _____ | _____ |
| (d) Year: _____ | _____ |
| (e) Declared Hull Value \$ <u>_____</u> | _____ |

2. Lessee shall pay to the Lessor rental for such aircraft at the initial rate of \$ _____ per hour ("Maintenance time" & "Owner time" excluded) for each hour shown on the Hobbs meter or Recording Tachometer (if Hobbs meter is inoperative), during the term of this lease. Lessee shall not be responsible for the following time:

- (a) Maintenance time: time incurred during which the aircraft was being flown or taxied to or from a maintenance shop, time incurred while the airplane was in the maintenance shop and time incurred for maintenance test flights.
- (b) Owner time: time when the owner or his designee is flying the airplane for which the club is not paid.

3. Lessee shall subtract monthly from the above hourly rental rate a Club Management fee for each hour that such aircraft is flown per month less any maintenance hours logged during the month. Said fee will be set by Lessee's Board of Directors and will pay for such administrative and management expenses the Lessee believes necessary. The fee will be paid to the Lessee from the gross monthly rents received from such aircraft. Lessee has the right to change the Club Management fee without prior notice.

4. Operational periods shall be from the first day of each month to the last day of each month, within operational constraints. Rental amounts shall be calculated for each operational period and the Lessor shall pay the Lessee or the Lessee shall pay the Lessor all monies due as shown on the monthly use and operations statement on or before the 1st day of the second month following the subject month. This provision survives the termination of this lease agreement.

5. Lease renewal, termination, and deliver of notice:

- (a) The term of the lease shall be for seven (7) days from the date hereof.
- (b) The lease may be terminated anytime, by either party, upon delivery of said termination, in writing, to the other by U.S. Mail, or by personal delivery to the other party, at least seven (7) days prior to the date of the intended termination.

(c) This lease shall automatically renew for an extended period of seven (7) days and will continue to renew for subsequent seven (7) day periods, with all the same covenants, conditions, rights and privileges of the original lease, until such time that the lease is terminated by either party.

(d) It is foreseeable that Lessee may desire to modify their lease agreement from time to time. Lessor agrees to cooperate with Lessee, and shall promptly execute any new lease agreement, amendment or modification thereof, upon request by Lessee. Failure to execute documentation under this section shall constitute Lessor's express intent to terminate the Lease.

(e) Lessor understands that they are not obligated to enter into said lease agreement, or to execute any amendments or modifications, if requested.

6. During the term of this lease:

(a) Lessor shall, at their expense, keep such aircraft properly maintained, licensed, and in airworthy condition under all applicable FAA and government rules, regulations, and prudent maintenance practices and shall pay all expenses for fuel, oil, home base storage or tiedown, unscheduled and periodic maintenance, repairs, and inspections. Lessee reserves the right to inspect the maintenance records upon providing the Lessor with 48 hours notice. Prior to any repair being authorized, Lessor shall notify the Operations Officer or designated Officer to provide the Lessee reasonable opportunity to inspect and document any damage.

(b) Lessor shall pay all City, County, State, and/or Federal applicable taxes and assessments on said aircraft when due.

(c) Lessor shall be responsible for payment of the Aircraft Hull and Liability insurance premium carried by the Lessee on such aircraft. The Lessee shall deduct the monthly Hull and Liability insurance premiums due on such aircraft from the gross monthly rents received during the specific month of operation. If the gross rents are insufficient to cover the monthly insurance premiums or any other monthly expenses, including the Club Management fee, then the Lessor will pay the Lessee under the terms of paragraph #4 above.

7. Lessor shall maintain a membership in Plus One Flyers, Inc. in good standing throughout the term of this agreement if the Lessor wishes to use said aircraft or any other Plus One Aircraft. One free Plus One Flyers, Inc. membership is granted to the Lessor for each aircraft the Lessor has leased to the Lessee. Lessor's use of any Plus One Flyers, Inc. fleet aircraft shall be in compliance with the Bylaws and Operating Rules of Plus One Flyers, Inc.

8. Lessee shall have sole right to use such aircraft for purposes of rental to the Lessee members in accordance with the Bylaws and Operating Rules of Plus One Flyers, Inc.

9. Lessee shall provide and pay for scheduling service for its membership to schedule and use such aircraft.

10. Disputes:

(a) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California, before an arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its rules of Commercial Arbitration. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(b) Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. Hold harmless and indemnification:

(a) Lessee is not responsible for any uninsured loss except insurance deductibles. Lessor agrees to look to and hold the insurer responsible for any losses. Lessor is free to obtain any additional insurance Lessor may require or deem necessary.

(b) Lessor recognizes that inherent in this agreement there is a risk of loss and damage to Lessor's aircraft.

(c) Lessor agrees to release and hold Lessee harmless from liability for loss or damage to the Lessor's aircraft.

(d) Both parties agree to make diligent efforts to notify the other in the event of any accident or loss sustained by the aircraft within 24 hours following such occurrence as the condition of any right or action or remedy which they may have with respects thereto against each other by this agreement or otherwise.

12. This agreement shall not be construed to be a partnership or joint venture. Neither party is authorized to act on behalf of the other or to represent the same, except as provide herein.

13. This agreement constitutes the entire agreement between the parties and shall be binding upon the parties hereto, their heirs, administrators, successors, and assigns. This agreement is entered into in California and shall be construed and enforced in accordance with the laws of California. This agreement may not be modified except by a fully executed writing. Should any provision of this agreement be determined void or unenforceable, all other terms unaffected shall remain intact unless the intent of this agreement can no longer be achieved.

14. This agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties involved.

IN WITNESS THEREOF, the undersigned have executed this Aircraft Lease Agreement as of the date on page 1.

LESSOR(s) (signature) _____ Date _____

LESSOR(s) NAME (PRINTED) _____ TAX ID _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE (Home)_(_____) _____ (Work)_(_____) _____ (Cell)_(_____) _____

LESSEE: PLUS ONE FLYERS, INC.
P.O. BOX 23784
SAN DIEGO, CA 92193-3784
858-277-7185

BY: _____ Date _____ SECRETARY, PLUS ONE FLYERS, INC.
PRESIDENT, PLUS ONE FLYERS, INC. _____ Date _____

The following information is needed for the Plus One web site

Owner's name: _____

Owner's Telephone: (____) _____

Oil, how much and of what type / weight: _____

Maintenance performed by: _____

Maintenance Telephone: (____) _____

Horsepower: _____

Maximum T.A.S. in level flight at optimum altitude: _____

Useful Load: _____ pounds

Useable Fuel: _____ gallons

Remarks (255 char max): _____

Check only those items that are installed and operational in the aircraft:

- | | |
|---|---|
| <input type="checkbox"/> ADF | <input type="checkbox"/> HSI |
| <input type="checkbox"/> Autopilot - 1-Axis | <input type="checkbox"/> Intercom - 2-Place |
| <input type="checkbox"/> Autopilot - 2-Axis | <input type="checkbox"/> Intercom - 4-Place |
| <input type="checkbox"/> Autopilot – Yaw Damper | <input type="checkbox"/> LORAN |
| <input type="checkbox"/> DME | <input type="checkbox"/> Marker Beacon |
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> NAV/COM - Single |
| <input type="checkbox"/> Electric Trim | <input type="checkbox"/> NAV/COM - Dual |
| <input type="checkbox"/> Flight Director | <input type="checkbox"/> Oxygen |
| <input type="checkbox"/> Glide Slope - Single | <input type="checkbox"/> RNAV |
| <input type="checkbox"/> Glide Slope - Dual | <input type="checkbox"/> S.T.O.L Kit |
| <input type="checkbox"/> GPS – VFR Only | <input type="checkbox"/> Other |
| <input type="checkbox"/> GPS for IFR Approach | |
| <input type="checkbox"/> GPS for IFR Enroute | |