

Ballooning Society of Pikes Peak; Balloon Program Application

Pilot Name: _____ Nick Name: _____
(As shown on your pilot Certificate)

Mailing Address: _____

Email: _____ Primary Phone: _____ Other: _____

Date of Birth: _____ Gender: _____ Emergency Contact: _____

Occupation: _____ Drivers License - State/#: _____

Pilot Certificate #: _____ Student: _____ Private: _____ Commercial: _____

Number of years flying LTA: _____ Total LTA PIC Hours: _____

BFA Member: Yes _____ No _____ Ratings & Limitations: _____

Medical: Class 3: _____ Class 2: _____ Class 1: _____ Date: _____

Date of Last Flight Review: _____ Flight Hours last 12 Months: _____

Estimated Hours next 12 months: _____

Safety Seminar (s) Date: _____ Location: _____ Sponsor: _____

If Student pilot - Commercial Instructor: Name: _____ Nick Name: _____

Certificate #: _____

Address: _____

Phone: _____ Email: _____

Instructor must be a current registered participant in the Club Balloon program. Annual membership in the Program is \$250/calender year which includes one (1) flight and \$150/each additional flight.

Each pilot must complete and submit for approval the RPS Pilot Application to be covered under the BSOPP Balloon Insurance policy in order to fly the Club Balloon.

When flying in the Colorado Springs area an aircraft radio is required to be in the aircraft monitoring 119.9 and in communication with KCOS tower.

Prior to commencing any flight and after any flight, certification of no damage or any damage and any discrepancies must be made as part of the check out procedures.

The Club Balloon, N9146C - Aerostar RX-7, has been registered with KCOS on the ADSB exempt Letter of Agreement. Reservations for the balloon will be made thru Flight Circle with each party having their own Flight Circle account and subject to the Balloon User/Rental Agreement,

Verification of Valid ID, Citizenship or Nationality: _____

Ballooning Society of Pikes Peak Club Balloon

703 Point of the Pines Drive

Colorado Springs, CO 80919

Skip Howes 719-330-6266 President

Jesse Harden 719-338-6125 Safety Officer

Terry Cleaveland 719-339-4149 Repairman



Aircraft Rental Agreement

1. In consideration of rental by The Ballooning Society of Pikes Peak Club Balloon Program (Program), lessor of aircraft for flight time, Lessee agrees that each flight made on or after the date this is signed, where Lessee is either student or pilot in command, will be bound by the following terms and conditions. Lessee will:

- a. Prior to each flight, make preflight inspections of aircraft, equipment and accessories, and will not depart unless satisfied regarding airworthiness and functional operation of the aircraft.
- b. Use the aircraft only for the purpose specified at time of rental and will in no event use it for transport of cargo or persons for hire, illegal purposes, contest, or any flight for which the lessee is not properly rated or certified.
- c. Not allow other persons to act as pilot in command, except during training flights with Program approved flight instructors.
- d. Comply with all Federal, State, and local, air traffic safety regulations, as applicable.
- e. Ensure that copies of current medical certificate, pilot certificate and ratings, and flight review are on file with the Program.
- f. Upon request, submit pilot logbook to Program Safety Officer for flight experience prior to aircraft dispatch.
- g. Obtain weather forecasts and reports and check for temporary flight restrictions immediately before each flight, and will not fly when weather conditions are below the rated abilities of Lessee or when such conditions are forecast.
- h. Use only those launch fields that are appropriate for the conditions present or designated on the current BSOPP sites. Landings in approved non-Red areas, landowner relations are important. Any landowner issues will be reported to the Safety Officer to include; date & time, place, name of party, contact information, phone number and description of issue.
- I. Be responsible for proper fuel servicing and security of aircraft at destinations other than the approved pick up and return location (Home Base).
- j. Return aircraft at scheduled time, weather permitting.
- k. Ensure the Flight Circle tach card is properly filled out on line upon completion of the flight.

- l. Not have repairs made to any part of the aircraft or its equipment without specific authorization from the Program Safety Officer or Program Repairman. Lessee will telephone Lessor for to describe the identified damage prior to or upon returning the Balloon to the Home Base location.
- m. Report all incidents and accidents at once to Program Officer(s) and will furnish names and addresses of witnesses and all involved parties, and will not move the aircraft unless authorized to do so by Program Officers. Act accordingly to the tenets of NTSB Part 830; particularly;
 - a. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
 - b. Notifying and cooperating with the proper Federal, State, and Local authorities.
 - c. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
 - d. Seeking to gather names and addresses of any witnesses to the event.
 - e. Preparation and filing of the required appropriate forms.
- n. Not smoke, eat or drink, carry pets, in aircraft.
- o. Operate beyond the limitations of the aircraft as described in the flight manual, safety notices or published operating procedures.

2. Lessee agrees to pay for all costs involved, including fuel costs, transportation costs and identified repairs to the aircraft damaged during the period Lessee is responsible, as defined in paragraph 11, below. The Lessee agrees to be responsible for all damage to the aircraft as a result of his or her negligence.

3. Lessee agrees not to permit liens to be placed upon the aircraft without Lessor's written consent, and agrees to pay all charges incurred in connection with the use of said aircraft during the term of rental.

4. Lessee agrees that in the event suit is instituted by Lessor to recover possession of the aircraft or to enforce any of the terms, covenants, and conditions, hereof or to collect any sum or sums of money, damages or costs from Lessee under this contract, or any sum or sums of money, for the use or rental of aircraft by lessee, (Lessee agrees) to pay all costs and reasonable attorney's fees incurred by Lessor in such suit or fault.

5. Lessee agrees that if aircraft is to be kept longer than originally planned for any reason, Lessee shall notify Program Safety Office immediately at his/her own expense.

6. Lessee agrees to pay any and all transportation expenses when away from home base.

7. Lessee agrees to record flight time from burner start to burner shutdown.

8. Lessee agrees to deposit a prepayment of the flight time(s) requested in their reservation for the dates reserved..

9. Lessee agrees to the following conditions regarding rental reservations and scheduling:

- a. All flying time will be scheduled in advance by placing reservations with the Flight Circle program reservation system. NO FLIGHTS OUTSIDE OF EL PASO COUNTY OR IN BALLOON EVENTS WITHOUT PRIOR APPROVAL.

- b. Reservations should be made and held for the minimum desired time required to accomplish the flight.
- c. Aircraft reservations will be held for thirty minutes after scheduled pick up time. If not cancelled, used or extended, they will be regarded as automatically relinquished without any refund and will be available for rescheduling and dispatch to another pilot.
- d. A charge of fifty percent of the posted aircraft rate may be made for Aircraft reserved if the flight is not made and the reservation is not cancelled 24 hours in advance. Exception are postponement or cancellation due to weather which will be notified that morning from the launch field to the Program Safety Officer by phone call/message or text.
- e. Aircraft will not be scheduled, except for instructional purposes, unless Program records indicated the renter is thoroughly checked out in aircraft type and meets the pilot-in-command requirements established by the Program.

10. Lessee agrees that renter's responsibilities commence at the time of pick up of the trailer/system and terminate when the aircraft is properly returned to the home location locked up and the key(s) and lock up procedures have been completed and the Program has been notified of the completion.

11. Lessee agrees to pay the fees and charges to Program for the following:
- a. Aircraft rental
 - b. Instruction
 - c. Failure to cancel aircraft or instruction reservations within specified time
 - d. Lost keys or log books
 - e. Fuel costs, fan, propane and other.

e. Fees for:

- 1. Failure to refuel, fuel costs and \$50 trip charge
- 2. Failure to properly follow home base return and lock up procedures
- 3. Damage incurred due to improperly secured equipment, aircraft or trailer
- 4. Insurance deductible
- 5. Missing or damaged equipment/accessories
- 6.

12. Notwithstanding anything contained herein to the contrary, Lessor shall in no way be liable for any damage of any kind or nature for personal property to Lessee, his agents, employees, guests, or otherwise. BSOPP Balloon Program.

13. Lessee agrees that in the event the aircraft must be abandoned away from home base for reasons other than accident or incident requirements, lessee will be totally responsible for charges and fees incurred in returning the aircraft to the Program Home Base.

14. Lessor reserves the right to cancel this agreement at any time with no prior notice to Lessee.

15. Lessor will credit Lessee's account for pre-paid reservations, fuel and authorized repair purchases (refer to paragraph 1) made while renting aircraft, provided receipts are submitted at the time the system is returned to the Home Base.

a. Fuel credits will be issued at the fuel rate in effect at the Glaser Energy Group location at 215 Auburn Drive.

16. The Program requires that all student pilots and rental pilots complete the RPS Pilot Application and be approved for coverage by RPS. Our RPS policy does not allow for loss of revenue or diminution of value due to a loss as a result of pilot error.

17. Lessee agrees that monies placed on account for aircraft rental or instruction will be flown off. No Cash refunds. Any monies left on account for over 2 years without activity will be considered forfeited.

NOTICE OF INSURANCE COVERAGE

As a Renter/lessee of an aircraft, the undersigned Operator hereby provides notice that:

- 1) Renter agrees to be fully responsible for the, current \$1,000.00 insurance deductible, or actual damages whichever is lower should damage occur while aircraft is in Renter's possession.
- 2) Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter's possession and the insurance fails to cover such damage he/she will be liable for entire cost of repairs and/or replacement.
- 3) Renter acknowledges that the Program insurance may not cover all aspects of their desired coverage and highly encourages renter's additional aircraft, passenger and medical insurance for all aircraft renters.
- 4) You are insured under a policy or policies of insurance provided by the undersigned Program Operator and providing liability coverage in the following amount: \$1,000,000.00 each occurrence.
- 5) You are insured under a policy or policies of insurance provided by the undersigned Renter/Lessee Operator for single limit including \$100,000.00 per person all Bodily Injury each occurrence. Student pilot and Renter liability is \$1,000,000.00 each occurrence.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions. Having read and understood this agreement, I agree to all terms and conditions as set forth.

IN WITNESS HEREOF, the parties have executed this Program Aircraft Rental Agreement as of the _____ day of _____, 20__.

LESSEE: (print full name)

Name _____ (signature) _____

Lessee address: _____ Phone: _____

City _____ State _____ Zip _____

By: _____

BSOPP Balloon Program Representative