

Parties: Named in the contract

Rental Company, named „A“

Renter, named „B“

MB SKLANDITA
Girios 6a - 6
Kaunas
Lithuania
LT-47338

Name: _____
Street/No.: _____
Town: _____
Country, Zip code: _____
VAT No.: _____

1. Matter of the contract

Subject matter of the contract is the commercial rental of the following glider and equipment:

Glider type: AS-33, **Serial number:** 33-0047, **Registration:** LY-EVL, **Callsign:** V, Cobra trailer (plate UU033), **Accessories:** including third-party liability insurance and comprehensive insurance for the glider with an excess of 2500 EUR; also named "the subject", "the glider", "AS-33" and "the trailer".

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 and Appendix 3**) from the beginning of the rental period in _____ (location of handover), ready for flying and airworthy.

The parties agree to carry out an mandatory inspection of the subject matter together, at the times of handing over before and after rental period, to record the condition (see **Appendixes 2 and 3**). **Appendixes 2 and 3** protocols 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. Rental period, charges and fees

All prices in this contract exclude VAT. For costumer without VAT number the tax amounts of 21% are applicable. The rental period are ___ days. The rental fees are: ___ € per rental day. The transportation period are ___ days. The transportation period fees are: ___ € per transportation day. **B** intends to fly the glider at the (_____).

Rental period:

Pickup date: ___/___/___, location: _____, time: _____ UTC.

Return date: ___/___/___, location: _____, time: _____ UTC.

For rental period of ___ days and transportation period of ___ days the total agreed rental fee is: _____ - € excluding VAT.

B commits that the glider will only be flown in 15m/18m configuration.

Initials (A&B) :

Payment policy:

B commits himself to a prepayment of 15% of the whole rental fee within 5 business days after signing this contract, otherwise the aircraft can be reassigned by **A** and the contract becomes invalid. 85% of the rental charges latest 2 months before the start of the rental period which includes transportation period.

B agrees to transfer a security deposit of 3000 EUR, latest 3 days before pickup date and return the glider after rental period to **A** in equivalent condition. The deposit will be 100% refunded immediately¹, if the glider is passed back without deficiencies or damages and/or open amounts;

¹**Note** - **A** will charge 50 EUR/hour for cleaning and maintenance if the glider and/or the trailer is not in proper and clean condition at the return. For late returns, a rate specified in **Chapter 6** is applied.

All amounts must be transferred to the following account:

Account name: MB SKLANDITA

Bank: Swedbank AB

Swift code: HABALT22

IBAN: LT33 7300 0101 6266 8947

3. Cancellation policy

Cancellation of confirmed order by B:

In case of cancellation of a confirmed rental, **B** is obliged to cancel at least 2 months before the first rental day including transportation period. 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 2 months before the first rental day including transportation period, 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 if the glider is in a unairworthy condition due to accident of previous renters, all payments made by **B** till the day of notification of unavailability will be refunded in full to **B**.

If there any sign that **B** makes false statements in the contract or **B** becomes unreliable due to considered not properly qualified as per **Chapter 4**, based to these mentioned cases **A** will refund all payments for **B**.

4. Flight Authorization/Provisions

B confirms to be holder of a valid glider pilot licence, a valid medical certificate, as well as a valid rating (launch type) for this glider (LY-registered). **B** confirms that has proper experience in flying with moderns flapped gliders. **B** further commits not to leave the glider in the hands or possession of third parties. The use of the glider is only permitted to **B**. **B** has a total flight experience of at least 750 hours on gliders. **B** commits himself to treat the glider carefully like his/her own, and to operate

Initials (A&B) :

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. Intentional spinning, aerobatics and flying with water balast in environment of +3°C are prohibited and may forfeit some or all of the deposit. **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. Therefor it is only permitted uncertain states (e.g. Austria) to be operated in the vicinity of an airfield. **B** is responsible for assessing and maintaining airworthiness of the glider during the entire rental period. **B** confirms that the person and vehicle towing the trailer have a valid licence/permission to do so. The maximum permissible mass of the trailer is 1300 kg. **B** ensures that she/he shall comply with the maximum speed limits of the trailer and car combination for each different country, and **B** is responsible to pay any traffic fines arising during the rental period.

5. Insurances/Damage/Repairs

A declares that the glider is sufficiently insured against third party liability risks with a statutory coverage. **A** further explains that an own damage insurance on hull exists. The deductible amount is 2500 € with a no-claim bonus of 10 %. 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 multiple renters sharing this contract, all of them are liable for all obligations under this contract jointly.

The trailer has a liability insurance. **B** is responsible to ensure that the vehicle used to tow the combination is properly equipped, certified and insured to tow the glider and its trailer (please note, in some countries it is compulsory to declare to the car insurance company that you wish to tow a trailer weighing more than 750KG – the specific trailer details need to be provided to the car insurance company in advance).

B commits himself to repair any damage not covered by insurance benefits, properly and professionally on his own expenses, at an EASA licensed (glider) workshop with certified technicians, in any case **B** is obliged to bring the glider 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 glider (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.

B must obtain agreement in writing form with **A** before any minor modification, repair, replacement, tuning, or elimination of defects. No drillings, bonding or suction cups, no connection of additional instruments with changes to pressure tubes and/or electrical circuit. Should any technical or other problems arise with the glider or trailer during the rental period, **B** is obliged to contact one of the given contact details, preferably +370 676 71991 (Linas Miežlaiškis, also on WhatsApp) and/or info@sklandita.aero to report and coordinate the solution of the problem at the earliest convenience.

Initials (A&B) :

6. General terms and conditions, techniques and operating rules

Batteries

Only the **A** supplied electrical power sources and chargers may be used for operation. No use of third-party chargers.

Cleaning and washing

The glider must only be washed with fresh water. No soap may be added to the water, in order not to remove the protective UV/wax layer. For daily cleaning, please use the provided cleaning material specifically dedicated and separated for (lower) fuselage or wing-use. Cleaning of the canopy may only be done with antistatic paper napkin and special aerosol plexiglas cleaner (other material for canopy cleaning is strictly **prohibited!**). For waxing, preferably use the supplied NOVUS plastic clean & shine repellant with dedicated cloth. You may use your own wax provided this is communicated in advance, in writing and approved by **A**. **It is strictly forbidden to use aerosols such as Pledge or Beeswax (or other "furniture care products", non-exhaustive) which contain Silicones!** In case of proven non-compliance, **B** will forfeit some or all of the deposit.

Overnight storing

The glider can be stored in the trailer, in a hangar or outside. Leaving the glider outside overnight can be done under the sole responsibility of **B** and when doing so, it is mandatory to use the all-weather covers and to tie-down the glider properly using the supplied ground anchors together with wing profile shells. It is **forbidden** to park the glider overnight with water ballast inside the wings and/or tail. Dumpable water ballast must always be removed completely and all tanks water dump valves as well as filling inlets must be left opened all the time. **A** provides special water filters system, which must be used all the time when filling glider water tanks.

Mandatory use of provided loggers and instruments

The glider is equipped with a main IGC recorder (LX9070) and a back-up IGC recorder (NANO). It is **forbidden** to fly without an active flight recorder and Flarm. The main and back up loggers must be turned on and logging at 1s interval during all flights. It is **forbidden** delete or modify any flight from the main or back-up logger. **A** is allowed check IGC-files. **A** may order **B** during the rental period to provide IGC-files within 48 hours. If unable to comply, **B** may forfeit some or all of the deposit. No removal of, or change of instruments or avionics in the glider. No wired connection of alien devices to instruments or connection to the onboard power network. No drilling, bonding, taping or use of suction cups for mounting of own-devices.

Use of the bugwiper system

The use of the bugwiper system is at the sole risk of **B**. Recommended maximum flying speed when using bug wipers -140 km/h. In case of a loss of a bugwiper, and/or damage to the glider, **B** will be charged (from the deposit) the complete cost including shipping charges to arrange replacement. **B** will be the sole responsible for any damage caused on ground (note: the bugwipers may be marked with **A's** contact details). If any maintenance is needed for bugwipers system **B** should consult with **A** first.

Initials (A&B) :

Return of the glider

The rental period can be followed immediately by another rental period; therefore, the glider must be returned to **A** within the lease terms, in clean condition ready for the next rental period. If unable to comply, **B** may forfeit some or all of the deposit. Failure to return the glider on time may result in charges, 250€ per day. Deviations from this rule must be agreed separately in writing.

7. Other agreements

8. Personal details of the PIC, renter (B):

Glider pilot license: _____
Date of issue: _____
Valid until: _____
Medical valid until: _____
Gliding hours total: _____ Last 12 months: _____
Gliding launches total: _____ Last 12 months: _____
Self-launches total: _____ Last 12 months: _____
Hours 15/18m class: _____
Flying hours on the rented - or similar type: _____
Flying hours in mountains: _____ Last 12 months: _____

Please report any incidents or accidents in flying history with brief description:

Please enclose a copy of your medical certificate, glider pilot license, your logbook (last 12 months) and a copy of your passport or ID-card.

9. 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 intention at the best. The same applies, if the agreement should have a loophole.

Initials (A&B) :

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 territory of Republic of Lithuania.
3. Disputes arising from this agreement will be governed solely by the law of Republic of Lithuania.

Location, date:

Location, date:

Signature MB SKLANDITA Rental (**A**)

Signature Renter (**B**)

Initials (A&B) :

Appendix 1**AS-33**

Handover protocol, equipment list

Reg.: LY-EVL cont. No. „V“

Renter(B): _____

Rental period: _____

Inside the cockpit & parachute	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
2 x Main pins + 1 rigging pin with pouch and grease			
3 x Avionics batteries			
TE multiprobe			
MARS ATL flat parachute blue + Bag			
4 x bolt for drain holes (AS-P/N 290.76.0018)			
2 x T-shape handle (AS-P/N 99.000.4663)			
Airbrakes locking tool (AS-P/N 99.0008872)			
4 x Water tank ventilation opening plug (2 x L, 2 x R)			
2 x DIN911 8mm (horizontal stabilizer)			
Outdoor covers & tie-down equipment	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
Fuselage cover			
Left wing cover			
Right wing cover			
Vertical tail fin cover			
Horizontal stabilizer cover			
2 x Cover storage bag			
2 x Canopy cover			
3 x Tie-down strap			
3 x Ground anchors „CLAW“ + Bag			
2 x Wing profile shell for anchoring			
Hammer			
TE-multiprobe plug „REMOVE BEFORE FLIGHT“			
Ground handling equipment, cleaning & daily use accessories	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
Tail dolly			
Tow-bar „Giga“ with lifting device			
Electric one man rigging system			
360° wing wheel			
2 x wing stand			
Tow rope TOST „Red Star“ 50 m.			
Bucket 5L			
Glove „Jaxida“ for leading edge cleaning			
Wing wiper (green)			
„RAYPATH“ – sunbeam drying cloth (blue)			
„NOVUS“ clean & shine repillent + „RAYPATH“ pink glove			

Initials (A&B) :

RENTAL CONTRACT



Canopy antistatic paper napkins			
Aerosol cleaner for canopy			
TESA tape			
Industrial cleaner and grease			
Aerolack wax & cloths			
Tail tank filling reservoir (5L) with hose and adapter			
Digital water flow meter with hoses and couplings			
Foldable PVC 200 L water bag			
Water filters system with hoses and adapters			
DC 12V rechargeable vacuum cleaner			
Spare parts & tools	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
Bugwipers spare set with cable			
Main wheel			
Tail wheel			
Main wheel forks			
DC 12 V air compressor			
Small tool box with basic tools			
Spare TE multiprobe			
Spare LifePo4 battery			
Glider documents	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
Flight Manual			
Maintenance Manual			
Certificate of Airworthiness			
Airworthiness Review Certificate			
Certificate of Registration			
Radio Station License			
Insurance Certificates			
Logbook			
Weight and Balance Report			
2 x IGC Baro-calibration Report			
Parachute documents			
Cobra trailer	OK <input checked="" type="checkbox"/>	NOT OK <input type="checkbox"/>	Remarks
Tail wheel guide rail			
2 Flap/aileron clamps main panels			
Spare wheel (front trunk)			
Tow bar rain-cover			
Trailer keys			
Trailer documents			
Trailer insurance certificate			

Signature MB SKLANDITA (A):

Location, date:

Signature Renter (B):

Initials (A&B) :

Appendix 2

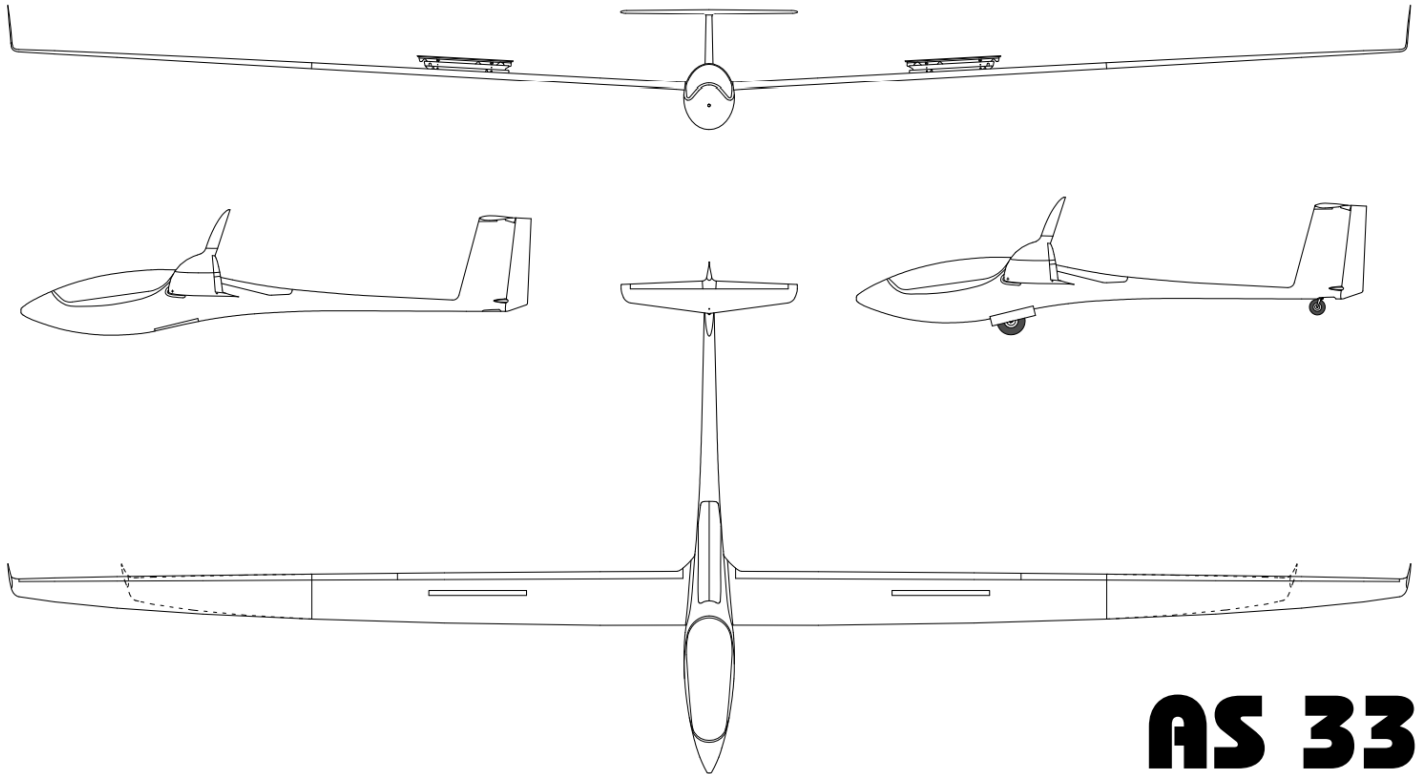
AS-33

Handover protocol, report of discrepancies or damages

Reg.: **LY-EVL** cont. No. „**V**“

Renter(**B**): _____

Rental period: _____



AS 33

Please circle and number discrepancies or damages and describe below in CAPITAL letters:

Signature MB SKLANDITA (**A**):

Location, date:

Signature Renter (**B**):

Initials (A&B) :

