



13000 East Control Tower Road, Box K-16; Englewood, CO 80112
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AIRCRAFT USE AGREEMENT

THIS AGREEMENT by and between _____ residing at _____ hereinafter referred to as “**USER**”, and **ASPEN FLYING CLUB**, 13000 East Control Tower Road, Box K-16, Englewood, Colorado, 80112; a Colorado Corporation, hereinafter referred to as “**ASPEN FLYING CLUB**”.

The **USER** is making application to **ASPEN FLYING CLUB**, and such application has been duly approved by **ASPEN FLYING CLUB**.

In consideration of the regular payment of dues and other charges billed to the **USER** and of the covenants, terms, and conditions of this agreement, it is mutually agreed that:

- 1) **USER** shall be entitled to engage in all **ASPEN FLYING CLUB** flying activities and to use the aircraft in accordance with the rules and regulations provided herein at such time as the **USER** pays an initiation fee as determined by **ASPEN FLYING CLUB** and executes this agreement.
- 2) It is agreed by **USER** that he/she will indemnify, protect and hold harmless **ASPEN FLYING CLUB** from all claims, demands, causes of actions, suits or costs whatsoever asserted by any person, firm or corporation arising from the operation of the aircraft by **USER**, specifically including, but not limited to, operation in violation of any **United States Federal Aviation Regulations** or **ASPEN FLYING CLUB Policies and Procedures**.
- 3) **USER** further agrees to pay **ASPEN FLYING CLUB** in a timely manner each month dues commencing _____, 20____, and after each flight to pay for aircraft rental, maintenance, fuel lubricants and other costs, as included in the latest **ASPEN FLYING CLUB** Schedule of Equipment Rates, which is subject to change by **ASPEN FLYING CLUB** from time to time upon notice to **USER**.
- 4) In the event that **USER**'s financial obligations to **ASPEN FLYING CLUB** are not met in a timely manner, **USER** shall pay **ASPEN FLYING CLUB**'s reasonable attorney fees for collection in an amount no less than 15% of the total of the **USER**'s unpaid balance.
- 5) **USER** shall pay a maximum finance charge of 1.75% per month (an Annual Percentage Rate of 21%) on the balance of **USER**'s financial obligation to **ASPEN FLYING CLUB** which remains unpaid one month after the date of **ASPEN FLYING CLUB**'s statement of **USER**'s account.
- 6) This agreement shall be binding upon the heirs, legal representatives, and successors of the parties hereto.
- 7) **USER** acknowledges that he/she has received a complete copy, read and fully understands the **Policies and Procedures** for **ASPEN FLYING CLUB** aircraft usage dated ____/____ and agrees to abide by the same in all respects.

USER'S INITIALS _____

- 8) **USER** hereby agrees to adhere to the **United States Federal Aviation Regulations** and to the **Policies and Procedures** for **ASPEN FLYING CLUB** aircraft usage as they may be amended from time to time. The **Policies and Procedures** for **ASPEN FLYING CLUB** aircraft usage are incorporated herein by reference as is fully set forth therein.
- 9) A **NON-REFUNDABLE** initiation fee of \$_____ will be paid by **USER**.
 (If the initiation fee differs from the standard rate, reason: _____)

IN WITNESS WHEREOF, the parties first above named set their signatures on the date(s) below written.

Approved by:
ASPEN FLYING CLUB
 A Colorado LLC

USER: _____ **By:** _____
Date: _____ **Date:** _____
Member Number: _____

In consideration of **ASPEN FLYING CLUB** entering into the above and foregoing Aircraft Use Agreement with **USER**, I/we as the parent(s) or legal guardian(s) of **USER** hereby consent to and authorize **USER** to participate in **ASPEN FLYING CLUB** flying activities and guarantee the performance of **USER** and agree to be jointly and severally personally liable for all financial obligations of **USER** pursuant to said Aircraft Use Agreement.

Parent/Legal Guardian: _____ **Date:** _____
Parent/Legal Guardian: _____ **Date:** _____

\$_____ **DISCOVERY FLIGHT** **Auto Charge?** YES or NO
 \$_____ **INITIATION FEE** **Monthly Dues:** \$ _____
 \$_____ **PRORATED DUES**
 \$ 40.00 **INSURANCE POOL (Mandatory – Recurring annually on anniversary)**
 \$_____ **BOOKS/SUPPLIES**

\$_____ **TOTAL (Beginning Balance)**
 \$_____ **Initial Payment** _____ **Cash** _____ **Check** _____ **Credit Card**