



A-Glider-For-Renting a division of Artega-Management SRL

## Charter Contract

RENTAL COMPANY (named the Lessor)	RENTER (named the Lessee)
<b>ARTEGA-MANAGEMENT SRL – L Dresse / JI Colson</b>	Name:
<b>Rue du Bois Cerisier, 6 B-5000 BEEZ BELGIUM</b>	Adress:
+32 477 77 89 03 L. Dresse +32 475 32 35 74 JL. Colson	Zip code / Town:
info@a-glider-for-renting.com	Country:
VAT: BE0578 851 557	Mobile phone:
	Email:

### 1. Matter of the contract

Subject matter of the contract is the renting of the aircraft

Type: **As 33 Es**

Registration: **D-KTJL**

The use of the aircraft is only permitted to the Lessee mentioned above.

The Lessor is committed to provide the subject matter, including all necessary accessories for operation (*see Appendix 1, Equipment List*) from the beginning of the charter period, ready for transportation and airworthy.

The Lessee will arrange the transportation from Belgium – EBSH airfield at his own cost.  
or

The Lessor will arrange the transportation to [REDACTED]. The costs for that are:  
[REDACTED]

The parties agree to carry out an inspection of the subject matter together, at the times of handing over, and to record the condition (*see Appendix 2, Handing over Protocol*). This protocol has probative value. In the absence of Lessor, he will nominate a substitute.

In case of disagreement about the content of the protocol, the points concerned should be highlighted and photos for documentation should be made.

ARTEGA-MANAGEMENT Srl  
Rue du Bois Cerisier, 6 – 5000 NAMUR (Belgium)  
Phone: +32 (0) 477 87 89 03 | info@a-glider-for-renting.com  
VAT: BE 0578.851.557  
Bank: BE41 0689 3768 7610 – GKCC BEBB

## 2. Charges

The charter fees are fixed as below and include VAT of 21%.  
The use of the engine is free and included in the price.

The Lessee commits himself to a prepayment of 50% of the whole charter fee within 10 days after signing the contract, otherwise the aircraft can be reassigned by the Lessor. The final payment must be credited to the account of the Lessor at least 6 weeks before charter begin. If the Lessee fails to do so, the contract is overridden, and the prepayment falls to the Lessor.

### Cancellation of confirmed order by the Lessee:

In case of cancellation of a confirmed rental, the Lessee is obliged to cancel at least 3 months before the first rental day. In this case, the Lessor will refund all payments for this business to the Lessee. If the contract is cancelled by the Lessee within 3 months before the first rental day, the full rental fee becomes due, unless the Lessee proves that the Lessor could have rented out the subject matter to someone else in the given period.

### COVID-19 cancellation clause :

If the Lessee has rented the glider for a competition and this competition is cancelled or the Lessee cannot travel to the competition location or the glider is not allowed to leave Belgium due to closed borders COVID-19 situation, the Lessor shall refund all payments to the Lessee.

### Cancellation of confirmed order by the Lessor:

The Lessor may cancel the contract only if the glider is in unairworthy condition due to accident of previous renters, or there is evidence that the Lessee has made false statements in the contract about his or her flight experience.  
In this case the Lessor will refund all payments to the Lessee.

The Lessee agrees to handover (before the first flight day) a security deposit amounting of € 2.000,-, and return the subject matter after the rental period to the Lessor in equivalent condition. The deposit will be refunded immediately, if the subject matter is passed back without deficiencies according Hand over Protocol.

Any costs for electricity, oxygen, fuel, airport fees, towings, ... must be taken by the Lessee.

Rental period of  days      FROM / /       TO / /

For this period The total charter fee is:	<input type="text"/>	€ VAT included
The transportation arrange by the Lessor is	<input type="text"/>	€ VAT included
TOTAL:	<input type="text"/>	€ VAT included

Please transfer the appropriate amounts to the following account:

Account holder name: ARTEGA-MANAGEMENT SRL

Bank: BELFIUS Banque Belgium

IBAN: **BE41 0689 3768 7610**

BIC: **GKCC BEBB**

ARTEGA-MANAGEMENT Srl

Rue du Bois Cerisier, 6 – 5000 NAMUR (Belgium)

Phone: +32 (0) 477 87 89 03 | info@a-glider-for-renting.com

VAT: BE 0578.851.557

Bank: BE41 0689 3768 7610 – GKCC BEBB

### 3. Flight Authorization / Provisions

The Lessee confirms to be holder of a valid glider pilot license, a valid medical as well as a valid rating (launch type) for this aircraft (German registered). He further commits, not to leave the subject matter to third parties.

The Lessee has a total flight experience of at least 750 hours in gliders, furthermore at least 100 hours in the last 24 month, including 50 hours in the last 12 month before the charter period, or 50 hours of flight time on the same type. The Lessee has the appropriate launch method qualification. If aforementioned limits concerning launches and hours are not fulfilled, a briefing is mandatory. In case of doubt a check flight may be required.

The Lessee commits himself to treat the subject matter carefully, and to operate 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. The Lessee is always pilot in command.

The Lessee is responsible for assessing and maintaining airworthiness of the aircraft during the charter period.

### 4. Insurance / Damage

The Lessor declares that the subject matter is insured against third party liability risks with a statutory coverage. The Lessor further explains that an insurance on hull exists. It includes a deductible of € 2000,- and a 10% no-claims bonus. These insurances remain valid during the rental period. The requirements in point 3. Flight Authorization / Provisions are part of the insurance contract!

In case of damage, the Lessee will reimburse the Lessor 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 several renters share this contract, they are liable for all obligations under this contract jointly.

The Lessee commits himself, to repair any damage not covered by insurance benefits, properly and professionally at his own expense. In any case he is obliged to put the subject matter in a condition equivalent to that he found at acquisition, except wear by normal contractual use.

In case of substantiated reason to suspect that incorrect usage (on ground or in the air) of the subject matter (incorrect ground handling, hard landing, ground loop, gear up landing on grass or the like) led to a hidden damage, the Lessee commits himself to induce an inspection by expert and licensed personnel. The Lessee takes notice of the fact, that he will be called to account for possible consequential losses. This inspection will be conducted by **Aeroconcept GmbH workshop in Aachen**, the report made will be automatically accepted by the Lessor and the Lessee by this contract.

## 5. Refund / Repairs

Should the return of the subject matter not be possible, for reasons falling within the responsibility of the Lessee, or the Lessor must retrieve the subject matter by himself or through his substitute, the Lessee must take over the costs. In this case the Lessee also has to pay full rental fee of 150 € VAT included per commenced calendar day for the loss of benefit.

Should the handover of the subject matter not be possible, for reasons the Lessee is not responsible for, the Lessee is entitled to a refund of rental fees he already paid.

The Lessee declares already now that he will assert no further claims against the Lessor, except refund of possibly prepaid rental fees.

The Lessee agrees to comply with the appointed date due of the subject matter. The Lessee is informed about the fact that the aircraft might be rented out immediately afterwards. If the Lessee shouldn't comply with this stipulated return date, and the Lessor thereby incurs financial disadvantage, the Lessee is committed to balance it.

If any technical or other problems arise at the subject matter during the charter period, the Lessee is obliged to contact the given phone numbers +32 477 77 89 03 (L. DRESSE) or +32 475 32 35 74 (Jean-Luc COLSON) to report and arrange the solution of the problem.

If the Lessee accepts a bid for a repair without approval of the Lessor, the Lessee grows no refund or compensation claim against the Lessor.

In case of an engine failure (for instance broken starter, piston seizure, broken drive belts, not chargeable or defect engine-batteries, malfunctioning electric motor, damaged propeller or the like), and availability of a suitable tow plane or winch, it can be assumed that the subject matter is still usable as a glider. In this case the charter price is reduced by € 30, - incl. VAT per flying day with unusable engine. A right to cancel the contract cannot be derived from the fact that the engine is not usable during the rental period.

## 6. 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 intension at the best. The same applies, if the agreement should have a loophole.



**9. Renter, personal details of pilot and copilot:**

Pilot:

Glider pilot license nr.:

Date of issue:

Valid until:

Medical valid until:

Gliding hours total:

Flying hours in mountains:

Flying hours on the chartered type AS 33:

Gliding hours last 24 months:

Gliding hours last 12 months:


Please enclose a copy of the medical, the glider pilot license and your logbook (last 12 months)!

**10 Final provisions:**

No other side agreements do exist between the parties. Changes and additional agreements to this contract must be made in written form.

Jurisdiction is Namur-Belgium.

Disputes arising from this agreement will be governed solely by Belgian law.

Location/date:

A horizontal grey bar with a black underline, used for redacting the location and date of the agreement.

Signature of the Lessee:

A horizontal grey bar with a black underline, used for redacting the signature of the Lessee.

Signature of the Lessor:

A horizontal grey bar with a black underline, used for redacting the signature of the Lessor.