

# PROFESSIONAL PILOT TRAINING CONTRACT

(PRIVATE – INSTRUMENT - COMMERCIAL)

Between

**PACIFIC STATES AVIATION, INC.**

**FLIGHT TRAINING ACADEMY (“PSA-FTA”)**

And

\_\_\_\_\_ (“Student”)

## I. GENERAL CONCEPT:

- a. This document constitutes a flight-training contract between Student and PSA-FTA concerning the obligations and understandings of both parties that shall include the responsibility to provide flight-training services as per Exhibit A, attached hereto and by this reference included herein, by PSA-FTA.

## II. FLIGHT TRAINING PROGRAM CONSIDERATIONS:

- a. **Flight Training:** PSA-FTA agrees to provide the flight training services under Federal Aviation Regulations as per Exhibit A. Flight Training services will be conducted at Concord Airport at 101 John Glenn Drive, Concord CA 94520. Student understands that all students at PSA-FTA must follow the policies and procedures of Flight Academy Operations Manual and Flight Maneuvers Guide (FMG) before accessing any aircraft. Student will have access to the Flight Academy Operations Manual electronically and Flight Maneuvers Guide will be part of the pilot kit. Student understands that Federal Aviation Regulations supersede all PSA-FTAs polices & procedures.

- b. **Duration of Program:** This program is estimated to be completed in 10 to 12 months by an average student with English proficiency of IACO Level 4. PSA-FTA’s estimate of the training hours required to complete the various levels of training is shown in Exhibit A. PSA-FTA will be responsible for providing Student with all the available resources to complete the program in a timely manner and will provide oversight to Student’s progress and completion of the program.

**Enrollment Requirements:** Student must be at least 18 years of age, in good health and with at least First-Class FAA Medical Certificate in his/her possession and should be able to read, write, speak, understand, and converse in the English language with IACO Level 4 proficiency.

- c. **Cost of Flight Training:** The total cost of this program will be determined by the hours required by Student to complete the program as outlined in Exhibit A. The total cost of each course and complete program in outlined in the COST SHEET which will have to be accepted by the student prior to starting the training. Student understands that the total cost of the program is based on the use of aircraft listed in COST SHEET.
- d. **Rate of Progress:** Delay due to slow progress, personal conduct and health of Student will also affect the program cost and will be the student’s responsibility.

- e. **FAA Requirements:** The Professional Pilot Program designed by PSA-FTA is proficiency based and meets or exceeds the requirements of FAR Part 141 and Part 61. PSA-FTA's objective is to train the student to be a safe, proficient, and professional commercial pilot. PSA-FTA's training and standard operating procedures prepare the student to become an Airline Pilot but do not guarantee any job in the industry.
- f. **Maintenance & Weather:** Safety being our number one priority, Student understands that unexpected delays in training due to unsafe weather conditions and cancellation of training flights due to unscheduled and scheduled maintenance on the aircraft may occur. PSA-FTA will make every commercially reasonable effort to provide Student with alternate aircraft for his/her flight schedule.

### III. PROVISIONS BY BOTH PARTIES:

- a. PSA-FTA and Student both understand they need to provide proper documentation for international travel. It is Student's responsibility to keep their M-1 Student Status current and apply for any required extension of their status in a timely manner.
- b. PSA-FTA will provide ground transportation to Student to and from the airport only upon their initial arrival to and final departure from the United States.
- c. Student understands and acknowledges that based on the rules governing M1 student Visa and school policies that the student must maintain full-time student status at PSA-FTA, which means at least five (5) days of training activities per week.
- d. Training fees are paid as the training is provided and no advance payment from Student is required. If Student chooses to make an advance payment for training, such advance payment shall not exceed \$2,500. Payment of training fees by Student shall be made by credit card, debit card, cash or by such other method of payment acceptable to PSA-FTA.

### IV. INSURANCE:

- a. All PSA-FTA's official training partners will carry liability insurance to cover personal injuries or death or any property damage which may occur as a result or in connection with the performance of this agreement except in those cases due to gross negligence or by violating any Federal Aviation Regulations and/or PSA-FTA's Policies and Procedures and/or Standard Operating Procedures by Student. PSA-FTA's official training partners shall obtain and keep in force during the terms of this contract the public liability insurance which shall include contractual liability, public liability, premises damage liability and personal injury and property liability.
- b. It shall be Student's responsibility to carry Accidental Death & Disability insurance, health insurance or any other type of insurance. Student acknowledges that PSA-FTA does not provide any such insurance for the benefit of Student.

**V. TERMINATION AND ANNUAL RENEWAL:**

- a. **This contract shall be effective on the date signed and will remain effective until the completion of the training but not to exceed 16 months.** Student understands that if he or she desires to continue training he/she may have to sign a new or revised contract after 16 months.
- b. Either party may terminate this contract with a prior 30 calendar days written notification. A fee of \$2,500 USD will be charged to the student if the student terminates this contract without cause.

**VI. CHOICE OF LAW:**

- a. The laws of the State of California shall govern this Agreement, including but not limited to its validity, construction, performance, and enforcement, without regard to any choice of law or conflict of law's provisions, and provided that federal law, including but not limited to the regulations of the FAA, shall govern where applicable. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the Superior Court of the State of California sitting in Contra Costa County, California or the federal district court for the Northern District of California, and each party hereby consents to personal jurisdiction and venue therein.

**VI. NO ORAL PROMISE MADE OR RELIED UPON:**

- a. Student and PSA-FTA agree that this Agreement is a fully integrated document which contains all terms and conditions they have agreed upon in connection with the flight training desired by Student. Student acknowledges and agrees that PSA-FTA has made no oral promises or representations to him or her in connection with the flight training program which are not contained herein, and that he or she has not relied upon any such promise or representation in executing this Agreement.

**PACIFIC STATES AVIATION, INC.**

**STUDENT**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A**

**Private Pilot Certification Course – Airplane Single Engine Land – Cessna 172**

45 hours Dual in Airplane Cessna 172  
05 hours Solo in Airplane Cessna 172  
02 hours Solo in Airplane Cessna 172 (FAA Check Ride)  
40 hours of ground/pre & post for Flights and FAA Check Ride preparation

**Instrument Rating Course – Airplane Single Engine Land – Cessna 172 (G1000)**

05 hours Dual in Full Motion Cessna 172 Simulator (FAA Approved)  
40 hours Dual in Airplane Cessna 172  
02 hours Solo in Airplane Cessna 172 (FAA Check Ride)  
40 hours of ground/pre & post for Flights and FAA Check Ride preparation

**Commercial Pilot Certification Course – ASEL C172, C152 and AMEL PA44**

15 hours Dual in Airplane Cessna 172  
80 hours Solo in Airplane Cessna 152 (*Cessna 172 is an option to fly for additional cost*)  
15 hours Dual in Airplane PA44 (Required – Multi Engine Airplane Training)  
02 hours Solo in Airplane Cessna 172 (FAA Check Ride)  
02 hours Solo in Airplane PA44 (FAA Check Ride)  
40 hours Dual in Full Simulator (FAA Approved)  
45 hours of FAA required ground/pre & post for Flights and FAA Check Ride preparation.

**253 hours of Flight Training  
125 hours of Ground Training**

***Note: Additional flight and/or ground training may be required if the student does not meet the FAA standards and or the proficiency. For costing of this program please refer to:***

**PROFESSIONAL PILOT PROGRAM COST SHEET**