

# **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 all PSA-FTA Policies and Standard Operating Procedures before accessing any aircraft. A copy of the Policies and Standard Operating Procedures will be delivered to Student at the time of enrollment in the flight training program. Student must acknowledge receipt of the Policies and Standard Operating Procedures in writing and execute the release of liability contained therein before he or she will be allowed access to any aircraft. Student understands that Federal Aviation Regulations supersede all PSA-FTA’s policies & procedures.
- b. **Duration of Program:** This program (excluding English language training) 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.
- c. **Enrollment Requirements:** Student must be at least 18 years of age, in good health and with a 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. After the review of Student’s English proficiency, PSA-FTA’s Certified Instructor will recommend Student for Student Pilot License (SPL) from the FAA. For details please carefully review Exhibit B,

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attached hereto and by this reference included herein, which provides a synopsis of relevant sections of FAA Advisory Circular Number 60-28B, dated 2 June 2017.

- d. **Cost of Flight Training:** The total cost of the program will be determined by the hours required by Student to complete the program as outlined in Exhibit A, which will be charged at the current Aircraft Rental & Instruction Rates found in Exhibit C, attached hereto and by this reference included herein. Exhibit D, attached hereto and by this reference included herein, sets forth a list of equipment Student will be required to purchase through PSA-FTA. Exhibit E, attached hereto and by this reference included herein, sets forth a list of estimated fees that Student will be required to pay to third parties, e.g., FAA, TSA, and insurers, during Student's training. Student understands that the total cost of the program is based on the use of a single-engine Cessna 172 (ASEL) and a twin-engine Piper Seminole PA-44 (AMEL) aircrafts for flight training. Multi-Engine Airplane replacement may be substituted as and if necessary.
- e. **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.
- f. **FAA Requirements:** The Professional Pilot Program designed by PSA-FTA is proficiency based and meets or exceeds the requirements of FAR Part 141. PPL, IR and CPL courses as listed in Exhibit A have received only FAA approval under Part-141. 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.
- g. **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.

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- 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.

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**VII. 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.**

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

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

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

**STUDENT**

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

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

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Email: \_\_\_\_\_

PSAFTA: \_\_\_\_\_

STUDENT: \_\_\_\_\_

## **EXHIBIT A**

### **FAA PART-141 APPROVED PROFESSIONAL PILOT PROGRAM**

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

65 hours Dual in Airplane Cessna 172

05 hours Solo in Airplane Cessna 172

02 hours Solo in Airplane Cessna 172 (FAA Check Ride)

60 hours of ground/pre & post for Flights and FAA Check Ride preparation

#### **Instrument Rating Course – Airplane Single Engine Land – Cessna 172**

10 hours Dual in Full Motion Cessna 172 Simulator (FAA Approved)

45 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 – Airplane Multi Engine Land – C172 & PA44**

15 hours Dual in Full Motion Piper Seminole PA44 Multi Engine Simulator (FAA Approved)

30 hours Dual in Airplane Piper Seminole PA44 Multi Engine

20 hours Dual in Airplane Cessna 172

55 hours Solo in Airplane Cessna 172

02 hours Solo in Airplane Piper Seminole PA44 (FAA Check Ride)

30 hours of FAA required ground/pre & post for Flights and FAA Check Ride preparation

**251 hours of Flight Training**  
**130 hours of Ground Training**

***Note:** All the hours as outline in Exhibit A exceed the minimum requirements of Federal Aviation Regulations under Part 141. Flight and ground hours outlined in Exhibit A are based on average student completion hours.*

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STUDENT: \_\_\_\_\_

**EXHIBIT B****ENGLISH LANGUAGE ELIGIBILITY STANDARD FOR AN AIRMAN CERTIFICATE  
ISSUED UNDER 14 CFR PARTS 61, 63, and 65**

The following English language proficiency standards\* must be met by the applicant and evaluated by the designated examiner or aviation safety inspector (ASI) when determining if the applicant meets the English language eligibility requirements of Title 14 of the Code of Federal Regulations (14 CFR) parts 61, 63, and 65.

1. **PRONUNCIATION.** Assumes that English is not the applicant's first language and that the applicant has a dialect or accent that is intelligible to the aeronautical community. Pronunciation, stress, rhythm, and intonation are influenced by the applicant's first language, but only sometimes interfere with ease of understanding.
2. **STRUCTURE.** Relevant grammatical structures and sentence patterns are determined by language functions appropriate to the task. Basic grammatical structures and sentence patterns are used creatively and are usually well controlled by the applicant. Errors may occur, particularly in unusual or unexpected circumstances, but rarely interfere with meaning.
3. **VOCABULARY.** The applicant's vocabulary range and accuracy are usually sufficient to communicate effectively on common, concrete, and work-related topics. The applicant can often paraphrase successfully when lacking vocabulary in unusual or unexpected circumstances.
4. **FLUENCY.** The applicant produces stretches of language at an appropriate tempo. There may be occasional loss of fluency on transition from rehearsed or formulaic speech to spontaneous interaction, but this does not prevent effective communication. The applicant can make limited use of discourse markers or connectors. Fillers are not distracting.
5. **COMPREHENSION.** Comprehension by the applicant is mostly accurate on common, concrete, and work-related topics when the dialect, accent, or variety used is sufficiently intelligible. When the applicant is confronted with a linguistic or situational complication or an unexpected turn of events, comprehension may be slower or require clarification strategies.
6. **INTERACTIONS.** Responses by the applicant are usually immediate, appropriate, and informative. The applicant initiates and maintains exchanges even when dealing with an unexpected turn of events. The applicant deals adequately with apparent misunderstandings by checking, confirming, or clarifying.

**When English Language Skills Remain in Question.** All airman applicants whose English language skills are still in question will be referred to the local Flight Standards District Office (FSDO) for evaluation by an ASI.

\* Adapted from the International Civil Aviation Organization (ICAO) Language Proficiency Rating Scale, to the Operational Level 4. The Proficiency Scale is found in ICAO Document 9835 and the attachment in ICAO Annex 1. Also see FAA Advisory Circular No. 60-28B, dated 2 June 2017, which addresses the FAA English Language Standard.

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**EXHIBIT C****AIRCRAFT RENTAL & INSTRUCTION RATES****Revised OCTOBER 16, 2020** (Per Hobbs – WET)**MEMBERSHIP IS MANDATORY**

1. N98436	C172R (160hp)	KLN94-GPS	1998	\$175/hour
2. N211TD	C172S (180hp)	KLN94-GPS	2001	\$175/hour
3. N427EP	C172R (180hp)	KLN94-GPS	1998	\$175/hour
4. N492SP	C172S (180hp)	KLN94-GPS	1998	\$175/hour
5. N138ME	C172S (180hp)	KLN94-GPS	2000	\$175/hour
6. N9501F	C172R (160hp)	KLN94-GPS	1998	\$175/hour
7. N9559D	C172R (160hp)	430G-GPS	1999	\$175/hour
8. N633TA	PA44-180	2/430G-GPS	2001	\$365/hour
9. N9670K	PA34-200		1979	\$365/hour
10. N117GX	REMOS GX LSA		2008	\$129/hour

**Simulator:**

1. AATD	RedBird-MCX	(Dual Seating)	2013	\$75/hour
2. AATD	RedBird-MX2	(Single Seating)	2013	\$75/hour

These simulators (AATD's) are approved by the FAA for Part-61 and Part-141 training. They can be configured for Cessna 172, Piper Seminole PA44 (Garmin 530 & 430), Piper Cub and Cirrus SR20 (Avidyne/Garmin430)

**Flight Instruction:**

Private, Instrument, Commercial, Multi, Flight Review, IPC	\$75/hour
CFI, CFII, MEI and ATP	
Outside Instruction	\$85/hour

**PSA Flight Membership:**

- To train at PSA or to be a renter at PSA you must be a member of PSA Flight Academy.
- Every new member (Renter or Student) will pay one-time initiation fee of \$45 dollars.
- Membership fee of \$87 is paid every 3 months to keep PSA Flight Member status active for training and rentals. No monthly payments.
- **For the safety of the member and passengers, if a member has not flown for 60 or more days at PSA then he/she is required to fly with a PSA flight instructor for MINIMUM of 1 hour (which should include at least 3 Takeoffs & Landings) before renting the aircraft.**

**Required Insurance:**

- All renters are required to carry renter's insurance prior to rental of the aircraft
- Liability: \$250,000 each occurrence, \$25,000 max each passenger
- Medical Expense: \$3,000/passenger including crew
- Physical Damage: \$10,000 (required)

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**EXHIBIT D**

**EQUIPMENT STUDENT MUST PURCHASE**

1. Part 141 Private Pilot Training Kit
2. Part 141 Instrument/Commercial Pilot Training Kit
3. VFR Charts & AFD
4. IFR Charts & Approach Plates
5. Five (5) White Uniform Shirts
6. One (1) Black Tie
7. PSA Student ID badge
8. PSA Pilot Wings
9. Private/Instrument/Commercial – Shoulder Bars
10. Cessna 172 POH, SOP and Checklist
11. Piper Seminole PA44 POH, SOP and Checklist
12. Aviation Headset

***No refunds or returns will be allowed on books and supplies.***

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**EXHIBIT E****STUDENT PAYMENTS TO THIRD PARTIES**

**These costs are not paid to PSA-FTA but are PSA-FTA's best estimates.**

1. TSA fees for PPL	\$130.00
2. TSA fees for IR	\$130.00
3. TSA fees for CPL	\$130.00
4. Finger Printing for TSA approval	\$25.00
5. FAA Written Test fee for PPL	\$160.00
6. FAA Written Test fee for IR	\$160.00
7. FAA Written Test fee for CPL	\$160.00
8. FAA Check Ride fee for PPL	\$800.00
9. FAA Check Ride fee for IR	\$800.00
10. FAA Check Ride fee for CPL	\$800.00
11. FAA Medical Test (if done in USA)	\$110.00
12. Student Pilot/Renters Insurance	\$300.00

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STUDENT: _____