



Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: riversideflightcenter.com Email: info@riversideflightcenter.com

US Office Address: Richard Jones Jr. Airport  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

## TERMS and CONDITIONS

### PRELIMINARY

#### Applicability

This Agreement is applicable only to those courses that take place at Riverside Flight Center.

Definitions in this Agreement:

- 'AGREEMENT' means the Terms and Conditions set forth herein agreed to by the School and the Student for the provision of pilot training by the School;
- 'COURSE' means the course of training to be undertaken by the Student at the School;
- 'COURSE MATERIALS' means teaching materials, information or equipment in any format provided to the Student by the School for the purposes of the course;
- 'DEPOSIT' means the registration deposit specified in this Agreement;
- 'SCHOOL' means Riverside Flight Center.

#### General Interpretation

In this Agreement:

- words denoting the singular include the plural and vice versa;
- words denoting one gender include each and all genders;
- headings are for convenience of reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning hereof.

### GENERAL

#### Force Majeure

The School shall not be liable for any failure or delay in performance of this Agreement, which is caused by circumstances beyond its control.

#### Jurisdiction

This Agreement and the relationship between the Student and the School shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma without reference to any principles of conflict of laws. The Student hereby consents to the exclusive jurisdiction and venue of the State and Federal courts in Tulsa, Oklahoma in all disputes arising out of or relating to this Agreement.

#### No Waiver

No provision of this Agreement may be modified, waived, or discharged by either party unless such waiver, modification or discharge is agreed to in writing signed by both parties.

#### Severability of Invalid or Unenforceable Provision

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

### SCHOOL'S OBLIGATIONS

#### Provision of Course

The School will provide course materials, practical training and instruction, ground and flying instructors, aircraft, and equipment as relevant and appropriate to the nature of the course.

#### Course Variation

The School may at any time or times vary the content of or otherwise alter any course provided that such variation does not of itself prevent the Student from attaining a standard advertised as attainable under such course.

#### Length of Course

The expected duration of the course will be discussed and outlined with Student before training starts. Training length is always considered a best estimate and will vary depending on several factors. The School may, in its discretion, vary the duration of the course as it sees fit to take account of weather conditions, the ability of the Student, or otherwise as the School shall deem requisite or expedient.



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## STUDENT'S OBLIGATIONS

### Payment of Deposit

A deposit must be paid to the School before the Student will be accepted on a course. Payment may be made in cash, local check, by Internet transfer, or by electronic transfer. All bank charges are the responsibility of the Student. The amount credited for this deposit will be used towards the training fees of the course. The deposit is not refundable.

### Payment of Fees

The Student will pay the fees for the course at the rates set forth in the training Agreement. The Student's account must be in credit at all times. Payments may be made in cash, by check, by Internet transfer, or by electronic transfer. All bank charges are the responsibility of the Student. A credit or debit card cannot be accepted for the training fees on guaranteed courses. Fees paid to the School cannot be used for personal expenses.

### Additional Fees

Pay as you go pricing is an estimate and will vary. The Student will pay for any extra training including but not limited to aircraft, AATD, pre/post flight briefings, ground time, and/or flight tests that may be required to reach the standard necessary to complete the course. Pricing is subject to change with little or no warning.

See *Additional Fees for Guaranteed Program* for information regarding fees that may go outside of the Guaranteed Training Agreement.

### Length of Course

***The Guaranteed Training Agreement signed by Student must be completed within 1 year or 9 months (if doing Instrument Commercial Professional Pilot Program) to remain valid. If the Commercial training is not completed in 1 year/9 months the School reserves the right to move the Student onto the current/most recent contract which may be at a higher price, remove the Student from the Guaranteed Program, or renegotiate the terms of the previous training agreement. The School may, in its discretion, extend the 1 year/9 months limit as it sees fit to take account of weather conditions, the ability of the Student, or otherwise as the School shall deem requisite or expedient.***

***Students who are on a pay-as-you go course are not limited to a year, however, prices are subject to change.***

### Additional Fees for a Guaranteed Program

The regulatory minimum for the Private Pilot License (Part 141) is 35 aircraft hours. No additional fees are required if the course is completed in less than 82 hours in the aircraft. Any hours after the 82 hour maximum will be charged at the most current dual rate of the aircraft. 20 hours training in the AATD is included for the Private Pilot training, if needed. Any hours over the 20 hour AATD maximum will be charged at the most current dual rate for the AATD. 40 hours of pre/post flight briefings are included in the Guaranteed Program for the Private Pilot portion of training. Any hours over the 40 hour pre/post flight briefing will be charged at \$40 per hour.

The regulatory minimum for the Instrument Rating is 35 hours. No additional fees are required if the course is completed in less than 72 total hours which will be a combination of Advanced Aviation Training Device (AATD) and Aircraft time (28 hours AATD & 44 hours Aircraft). Any hours after the 72 hour maximum will be charged at the most current dual rates of the aircraft and/or AATD. 40 hours of pre/post flight briefings are included in the Guaranteed Program for the Instrument Rating portion of training. Any hours over the 40 hour pre/post flight briefing will be charged at \$40 per hour.

The regulatory minimum for the Commercial Multi-Engine is 24 hours in the AATD and 20 hours in the multi-engine aircraft. No additional fees are required if the course is completed in less than 30 total hours in the AATD and 25 hours in the multi-engine. Any hours after the 30 hour maximum in the AATD and 25 hour maximum in the aircraft will be charged at the most current dual rates of the aircraft and/or AATD. 40 hours of pre/post flight



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briefings are included in the Guaranteed Program for the Commercial Multi-Engine portion of training . Any hours over the 40 hour pre/post flight briefing will be charged at \$40 per hour.

Students must pass an Oral portion of each Stage Check. Students are allotted 2 hours of Oral time to complete each Stage Check Oral of the Private Pilot Training and Instrument training and Stage 1 & 2 of the Commercial Training. Students are allotted 3 hours of Oral time to complete the Stage 3 Check Oral of the Commercial Training. If a Student goes over these hours they will be charged for each additional hours at \$40 per hour. Additionally, any retraining with an Instructor necessary to retraining necessary to pass the Oral Portion of the Stage Check will be charged at the current ground rate of \$40 per hour.

The Student will pay for any extra examination fees if he fails a flight test or ground examination. The Student will be responsible for the cost of any retraining with an Instructor necessary to pass the test/examination on another attempt. Current aircraft, ground and AATD rates will apply.

Each Student is allotted 2 attempts for the Oral portion of a test and 3 attempts for the flight portion of a test. This applies to all Stage Checks and End-Of-Courses. If a Student is unable to meet this standard this may result in removal from the Guaranteed Program and/or retraining at the Students expense. Current aircraft, ground and AATD rates will apply. Removal from the Guaranteed Program and/or retraining options will be at the Schools discretion.

Under Part 61 and Part 141 for the Commercial or Hour-building Program there is a requirement of at least 3 flights that equal at least 9 hours to be checked out for solo privileges. Riverside Flight Center will allow a Student 2 extra flights and up to 4 hours to get checked out for solo hour-building flights. After 13 hours, the Student is responsible for the cost of the safety pilot at a rate of \$40 an hour. If a Student has any issues during their hour-building and is reassigned a Safety Pilot, for any reason, the rate is also \$40 an hour. This charge for a Safety Pilot/Instructor is additional to the guaranteed price.

### **Fuel**

If a plane is refueled at another airport, the Student will be responsible for the cost. Riverside Flight Center will reimburse the Student at the per gallon amount the School pays for fuel at the time. A receipt of payment is required. If the price of fuel exceeds the wholesale price RFC pays per gallon, the Student will be responsible for the excess, determined monthly, and calculated hourly, per airplane.

***Fuel Rider for Guaranteed Program: If the wholesale price of fuel Riverside Flight Center pays exceeds \$4.75 per gallon, the Student will be responsible for the excess, determined monthly, and calculated hourly, per airplane.***

### **Accommodation**

Students on the Guaranteed Program are responsible for accommodation costs if training is extended beyond nine months. Any damage/neglect to the School property, including accommodation will result in additional fees outside the Guaranteed Program Price. For Students not on the Guaranteed Program accommodation is charged weekly/monthly depending on estimated training length. Any damage/neglect to School property, including accommodation will be charged directly to Students account.

If the Student terminates accommodation (regardless of what course the Student is on), the Student must provide 30 days notice.

### **Age and Qualifications**

The Student warrants that he will have reached the age of 17 years and 8 months before the start of the Guaranteed Course. Students below the age of 18 at the start of the course must have the written consent of a parent or guardian. The Student also warrants that he has attained the entry requirements appropriate to the course and that he is eligible to take the relevant regulatory authority skill tests and examinations.

### **Attendance**

The Student shall attend all lessons scheduled by the School's officers or instructors. Students enrolled on a guaranteed program must be available for lessons for at least five days each week and the School office must agree to any absence for periods greater than two days.



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Lessons must be cancelled within 24 hours from the scheduled lesson time. If lesson is not cancelled within 24 hours a "No-show" fee of \$150 may apply. Additionally, if a Student is late for a lesson to point that the lesson cannot be conducted, in the given amount of time scheduled, a "No-show" fee of \$150 apply. It is the Schools to discretion to apply a "No-show" fee.

### **Behavior**

The Student shall observe any regulations and instructions issued from time to time by the School or any of its officers or instructors. The Student shall not behave in a manner likely to damage the reputation of the School or to compromise the safety of others in any way. Student will follow all School Safety Procedures and guidance.

## **INSURANCE AND LIABILITY**

### **Insurance by the School**

The School undertakes to effect and maintain an all risks aviation liability insurance policy and shall include the Student under said policy.

### **Exclusion and Limitation of Liability**

The Student understands that there are inherent risks involved in aviation activities and hereby personally assumes all risks associated with the School's courses. In this regard, the Student hereby voluntarily releases the School, its officers, employees, directors, and agents from any and all claims, demands, and causes of action by the Student, his family, estate, heirs, or assigns, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, personal injuries or death that have been or that may have been sustained by the Student during participation in the School's courses.

The School's aggregate liability under this Agreement shall be limited to sums recoverable under its aviation liability insurance policy.

### **No liability for Property damage**

The School assumes no responsibility and will not be liable for loss of or damage to any property of the Student.

### **Motor Vehicles**

The School assumes no responsibility and will not be liable for any loss or damage arising from the conveyance, use or storage of the Student's motor vehicle(s).

## **TERMINATION**

### **Termination by School**

The School may terminate this Agreement and/or the provision of training by the School to the Student at any time if:

- the Student fails to meet any obligation under this Agreement;
- the Student fails to maintain their account in credit;
- the conduct of the Student is inappropriate or represents an unacceptable safety hazard;
- the performance of the Student is otherwise unsuited to the course or to piloting an aircraft.

The School's discretion and decision to terminate the Agreement shall be absolute and final.

### **Termination by Student**

The Student may terminate this Agreement with one month's notice. Any purported notice of termination by the Student shall be in writing and will not be effective until actually received by the School.



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**Effects of Termination**

If this Agreement is terminated for any reason the Student shall remain liable for all course and accommodation fees owed by him to the School at the date of termination. The Student shall be entitled to any refund of money paid in advance to the School in respect of course fees not yet incurred at that date. M1 Visa status will be transferred to other Schools on payment of a \$500 administration fee.

I (the undersigned) have read and agree to all statements in this Agreement.

\_\_\_\_\_  
Student's Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date