



US Office Address: **Tulsa Riverside Airport**  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: [riversideflightcenter.com](http://riversideflightcenter.com) Email: [info@riversideflightcenter.com](mailto:info@riversideflightcenter.com)

## 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 and 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.



US Office Address: **Tulsa Riverside Airport**  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: [riversideflightcenter.com](http://riversideflightcenter.com) Email: [info@riversideflightcenter.com](mailto:info@riversideflightcenter.com)

## STUDENT'S OBLIGATIONS

### Payment of Deposit

A deposit must be paid to the School before the Student will be accepted on a course. Payment methods accepted are: cash, local check, Internet transfer, or 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 must 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. Payment methods accepted are: cash, local check, Internet transfer, or 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 must pay for any additional training including but not limited to: aircraft, AATD, pre/post flight briefings, ground time, and/or flight tests that may be required to achieve the standard necessary to complete the course. Pricing is subject to change with little or no notice.

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

### Length of Course

***The Guaranteed Professional Pilot Training Agreement signed by the Student must be completed within 1 year. In the event training is not completed within 1 year, the School reserves the right to: move the Student onto the current contract which may be priced higher; remove the Student from the Guaranteed Program; complete training under Part 61; or renegotiate the terms of the previous Training Agreement. The School may, in its discretion, extend the Training Agreement as it sees fit to account for unexpected weather conditions, the ability of the Student, or other factors determined appropriate by the School.***

***The IR COM Guaranteed Training Agreement signed by the Student must be completed within 9 months. In the event training is not completed within 9 months, the School reserves the right to: move the Student onto the current contract which may be priced higher; remove the Student from the Guaranteed Program; complete training under Part 61; or renegotiate the terms of the previous Training Agreement. The School may, in its discretion, extend the Training Agreement as it sees fit to account for unexpected weather conditions, the ability of the Student, or other factors determined appropriate by the School.***

***Students who are on a pay-as-you go program are not limited to a year, however, prices are subject to change with little or no notice.***

### 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 72 hours in the aircraft. Any hours in excess of the 72 hour maximum will be charged at the most current dual rate of the aircraft. 40 hours of pre/post flight briefings are included in the Guaranteed Program for the Private Pilot portion of training. Any additional briefing hours will be charged at current hourly rates.

The regulatory minimum for the Instrument Rating (Part 141) 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 in excess of the 72 hour maximum will be charged at the most current dual rate(s) 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 additional briefing hours will be charged at current hourly rates.



US Office Address: **Tulsa Riverside Airport**  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: [riversideflightcenter.com](http://riversideflightcenter.com) Email: [info@riversideflightcenter.com](mailto:info@riversideflightcenter.com)

The regulatory minimum for the Commercial Multi-Engine is 24 hours in the AATD and 20 hours in the multi-engine aircraft. The Commercial Multi-Engine must be completed in less than 30 hours in the AATD and 25 hours in the multi-engine aircraft to avoid additional fees. Hours in excess of the limits stated above will be charged at the current hourly rate(s). 40 hours of pre/post flight briefings are included in the Guaranteed Program for the Commercial Pilot portion of training. Any additional briefing hours will be charged at current hourly rates.

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, Instrument Rating training, and Stages 1 & 2 of the Commercial Pilot training. Students are allotted 3 hours of Oral time to complete the Stage 3 Check Oral of the Commercial Pilot training. If a Student exceeds these hours, additional fees may apply at the current hourly rates. Additionally, any retraining or retesting necessary to pass the Oral Portion of the Stage Check will be charged at the current hourly rate(s).

The Student must pay for any additional examination fee(s) in the event of failure during a certification flight test or ground examination. Training that exceeds the hourly limitations set forth above for each portion of a Guaranteed Program is the Student's responsibility, is in addition to the Guaranteed tuition, and will be billed at the current hourly rate(s).

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 Student's expense. Current hourly rate(s) will apply. Removal from the Guaranteed Program, completion of training under Part 61, and/or retraining options will be at the School's 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 authorized for solo privileges. If a Student requires additional training to reach proficiency or is assigned a Safety Pilot, for any reason, additional fees may apply at the current hourly rate(s). The hourly rate for a Safety Pilot/Instructor is additional to the guaranteed price.

### **Fuel**

If a plane is refueled at another airport, the Student is responsible for the cost. On certain training flights, the Student must have a method of payment to purchase fuel, as advised by their assigned instructor. Riverside Flight Center will reimburse the Student at the per gallon amount the School pays for fuel, calculated monthly. A receipt must be presented to Riverside Flight Center for any fuel reimbursement. If the price of fuel exceeds the wholesale price RFC pays per gallon, the Student is 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. See the Fuel Rider for additional information.***

### **Accommodation**

Students on the Guaranteed Program are responsible for accommodation costs if training is extended beyond nine (9) months. Any damage/neglect to the School property, including accommodation, will result in additional fees to the Guaranteed Program Price. For Students not on the Guaranteed Program, accommodation is charged weekly/monthly, as appropriate, depending on estimated training length. Any damage/neglect to School property, including accommodation, will be charged directly to the Student's account.

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

### **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.



US Office Address: **Tulsa Riverside Airport**  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: [riversideflightcenter.com](http://riversideflightcenter.com) Email: [info@riversideflightcenter.com](mailto:info@riversideflightcenter.com)

### **Attendance**

Students enrolled on a Guaranteed Program must complete at least **15 training hours** with an Instructor each week. Per SEVP regulations, Students on M-1 Visas must complete at least **22 training hours** with an Instructor per week. Training hours or sessions (events) with an Instructor includes briefing time, ground school or ground training or lessons, ground or flight testing, AATD lessons, meetings, or aircraft lessons.

The Student must attend all events scheduled by any School staff member. Students may cancel and/or reschedule training sessions with no penalty if a request is made no less than 24 hours before the session's scheduled start time. A **NO SHOW** fee may apply if a cancellation occurs within 24 hours of the scheduled session start time. Additionally, if a Student is late to a scheduled lesson or arrives unprepared for the lesson to the point that the training session cannot be completed within its scheduled time slot, a **NO SHOW** fee may apply. The School shall have final discretion when deciding if a **NO SHOW** fee is applicable.

M-1 Visa students must make staff aware of any absence which will be 2 days or more.

### **30-day "Inactivity" Policy**

After 30 days of "inactivity," a student is removed from the active student list and must re-enroll to resume training. Re-enrollment may lead to a change in Instructor, schedule, and/or pricing depending on the circumstances at the time of re-enrollment. Additionally, based on resources, Riverside Flight Center may not be able to accept re-enrollments.

"Activity" at Riverside Flight Center is described as: any in-person training event, such as briefing time, ground school or ground training or lessons, ground or flight testing, AATD lessons, or aircraft lessons.

### **Behavior**

The Student must observe any regulations and instructions issued from time to time by the School or any of its officers or instructors. The Student must not behave in a manner likely to damage the reputation of the School or to compromise the safety of others in any way. Students must 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:



US Office Address: **Tulsa Riverside Airport**  
203 Cessna Drive  
Tulsa Oklahoma 74132  
United States of America

Tel: +1 918 298 3164 Fax: +1 918 298 3729 Web: [riversideflightcenter.com](http://riversideflightcenter.com) Email: [info@riversideflightcenter.com](mailto:info@riversideflightcenter.com)

- 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.

**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. M-1 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