

Flight Training Agreement

This Agreement includes a Training Plan with Estimated Costs

Costs are estimated based on average student performance. Signing this document commits you to enrollment in your training program(s) but does not commit you to future ground, flight, or aircraft tuition costs.

Prepared for:

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Training Plan & Cost Estimate

Private Pilot License (PPL) - OJC airport

0 x \$18,198.00

Part 141 Private Pilot training program using the King Schools CTA syllabus. Includes Enrollment fee, Cessna Private Course, PPL DPE fees and ops fee, and TCO minimums plus average additional instruction required to meet ACS standards: Ground instruction: 15.5 hrs,

Pre/Post: 10.1 hrs,

Dual instruction: 35 hrs,

C-172: 50 hrs. + fuel surcharge

Complete within 6 months (Full Time) or 12 months (Part Time).

Private Pilot License (PPL) - MYF airport

0 x \$18,950.00

Private Pilot License (Part 61) training program with:

10 ground hours,

30 preflight / postflight instruction hours,

50 flight hours,

35 dual instruction hours,

enrollment fee,

FAA, TSA, DPE, checkride fees, and

one-time simulator access fee for unlimited simulator training.

Complete within 6 months (full-time) or 12 months (part-time).

Private Pilot License (PPL) - MHK airport

0 x \$17,100.00

Private Pilot License training program with:

10 ground hours,

30 preflight / postflight instruction hours,

50 flight hours,

35 dual instruction hours,

Enrollment fee,

FAA, TSA, DPE, checkride fees,

Simulator access fee for unlimited simulator training.

Complete within 6 months (full-time) or 12 months (part-time).

Single Pilot Resource Management (SRM) - MHK airport

0 x \$6,975.00

Prerequisites: PPL; Prepares you for: Accelerated IR. Build up to 35 hrs. cross-country PIC experience in this flexible Part 61 training program. You'll only pay for the aircraft hours you use. The program stops when you've logged 35 hrs. x/c time. Includes: 10 hours of ground instruction for flight planning and SRM fundamentals, Up to 35 C-172 hours,

One-time scheduling fee.

For more on SRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

Single Pilot Resource Management (SRM) - MYF airport

0 x \$7,325.00

Prerequisites: PPL; Prepares you for: Accelerated IR. Build up to 35 hrs. cross-country PIC experience in this flexible Part 61 training program. You'll only pay for the aircraft hours you use. The program stops when you've logged 35 hrs. x/c time. Includes: 10 hours of ground instruction for flight planning and SRM fundamentals, Up to 35 C-172 hours,

One-time scheduling fee.

For more on SRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

Instrument Rating (IR) - OJC airport

0 x \$15,625.00

Part 141 Instrument Pilot training program using the King Schools CTA syllabus. Includes Enrollment fee, Cessna Instrument Course, IR DPE fees and ops fee,

TCO minimum training hours:

Ground instruction 11.5 hrs.,

Pre/Post 13 hrs.,

Dual instruction 35 hrs.,

C-172 TAA 35 hrs. + fuel surcharge.

Instrument Rating (IR) - MYF airport

0 x \$14,475.00

Instrument Rating training program with

30 ground instruction hours,

30 dual instruction hours,

35 flight hours,

Enrollment fee,

FAA, TSA, DPE, checkride fees (included), and

one-time simulator access fee for unlimited simulator training.

Complete within 3 months (full-time) or 6 months (part-time).

Instrument Rating (IR) - MHK airport

0 x \$13,575.00

Instrument Rating training program with:

30 ground instruction hours,

30 dual instruction hours,

35 flight hours,

Enrollment fee,

FAA, TSA, DPE, checkride fees,

Simulator access fee for unlimited simulator training.

Crew Resource Management (CRM) - MYF airport

0 x \$9,950.00

Prerequisites: IR; Prepares you for: Accelerated CPASEL. Log PIC hours in a structured time-building environment with a crew member to split aircraft rental and

fuel costs. Includes:

One-time scheduling fee

CRM Ground tuition 10 hrs.

C-172 PIC 100 hrs.

For more on CRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

Crew Resource Management (CRM) - MHK airport

0 x \$9,600.00

Prerequisites: IR; Prepares you for: Accelerated CPASEL. Log PIC hours in a structured time-building environment with a crew member to split aircraft rental and fuel costs. Includes:

10 ground tuition hours,

One-time scheduling fee,

100 C-172 PIC hours.

For more on CRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

Commercial Pilot (COMM) - MHK Airport

0 x \$17,800.00

Commercial Pilot (COMM) training program with:

35 ground + preflight/postflight briefing hours,

25 dual hours,

30 ASEL hours,

10 AMEL complex hours,

Enrollment fee,

FAA, TSA, DPE, checkride fees,

Simulator access fee for unlimited simulator training.

Commercial Pilot (COMM) - OJC airport

0 x \$36,216.00

Part 141 Commercial Pilot training program using the King Schools CTA syllabus. Includes Enrollment fee, Cessna Commercial Course, COMM DPE fees and ops fee, and TCO minimum training hours:

Ground instruction 12.2 hrs.,

Pre/Post 14.5 hrs.,

Dual instruction 55 hrs.,

C-172 basic 115 hrs + fuel surcharge,

C-172 TAA 5 hrs. + fuel surcharge

CFI Academy MYF Airport

0 x \$18,120.00

CFI Academy Part 61 in an accelerated group classroom environment. Includes:

60 ground (classroom) instruction hours,

5 preflight/postflight instruction hours,

18 dual instruction hours,

18 C-172 aircraft rental hours.

Includes TSA, FAA, DPE, checkride fees. Also includes professional pilot networking course, Part 121/135 prep course, unlimited Flex Air career coaching until you land your first job as a professional pilot.

CFI Academy OJC Airport

0 x \$15,072.00

CFI Academy (CFI & CFI-I) in an accelerated group classroom environment. Includes:

60 ground (classroom) instruction hours,

5 preflight/postflight instruction hours,

18 dual instruction hours,

18 C-172 aircraft rental hours + fuel surcharge.

Includes TSA, FAA, DPE, checkride fees. Also includes professional pilot networking course, Part 121/135 prep course, unlimited Flex Air career coaching until you land your first job as a professional pilot.

CFI Academy MHK Airport

0 x \$14,305.00

CFI Academy in an accelerated group classroom environment. Includes:

Enrollment fee.

20 ground instruction hours,

20 dual instruction hours,

25 C-172 aircraft rental hours,

32 classroom hours.

TSA, FAA, DPE, checkride fees.

Also includes professional pilot networking course, Part 121/135 prep course, unlimited Flex Air career coaching until you land your first job as a professional pilot.

Standalone CPAMEL COMM MHK

0 x \$16,750.00

Commercial AMEL addon for trainees who want to meet R-ATP type mins but have no prior multi-engine flight hours. Includes FAA, TSA, DPE, checkride fees and a flat simulator access fee for unlimited simulator training plus:

25 Be-95 hrs,

25 dual instruction hrs,

10 preflight/postflight hrs,

15 ground hrs.

Multi-Engine Addon (CPAMEL) - MYF Airport

0 x \$14,025.00

Multi-Engine Addon (CPAMEL) training program with:

20 ground hours,

15 dual hours,

15 AMEL rental hours,

Enrollment fee,

One-time FAA, TSA, DPE, checkride fee,

One-time simulator fee for unlimited simulator access.

Standalone AMEL COMM MYF

0 x \$19,765.00

Commercial AMEL addon for trainees who want to meet R-ATP type mins but have no prior multi-engine flight hours. Includes FAA, TSA, DPE, checkride fees and a flat simulator access fee for unlimited simulator training plus:

25 Be-55 or PA-34 hrs,

25 dual instruction hrs,

10 preflight/postflight hrs,

15 ground hrs.

OJC housing studio apartment

0 x \$1,290.00 / month

Extended Stay America room including kitchenette, private living room / bedroom / bath, pets allowed. Special Flex Air discounted rate.

MHK housing studio apartment (per month)

0 x \$1,100.00 / month

Wood Springs Suites room including kitchenette, private living room / bedroom / bath, pets allowed

MHK on-base housing Ft. Riley

0 x \$0.00 / month

SkillBridge active-duty or reservists only. Private bedroom, shared living room, kitchen, and bath in a 2-bedroom barracks layout. Contact us for information on how to request housing through Ft. Riley CSP office.

Veteran Commercial Pilot Mentorship Program

0 x \$0.00

Zero cost to the veteran and is tailored to the needs of transitioning veterans interested in commercial pilot careers. Trainees who meet FAA Part 61 or Part 141 certification requirements for work as Certificated Flight Instructors (CFIs) will receive a job offer for work at Flex Air, or placement in Flex Air's network.

30 - 180 days in duration, adapted to service member's SkillBridge authorization letter or Veteran IWRP. Each trainee is paired with a service-disabled veteran mentor for career planning, interview coaching, resume prep, and networking.

Career placement rate 2016-2024: 100%

RTP Career Placement Program

0 x \$1.000.00

Unlimited Flex Air career coaching, Raven Careers online program with Flex Air discount

RTP PPL MHK airport

0 x \$10,975.00

Part 61 accelerated PPL for RTP trainees. Includes:

Enrollment fees,

FAA, TSA, DPE, checkride fees,

Flat simulator access fee for unlimited simulator training,

33 C-172 hrs.,

22 dual instruction hrs.,

15 ground hrs.

RTP IR MHK airport

0 x \$8,150.00

Part 61 accelerated IR for RTP trainees. Includes:

Enrollment fees.

20 C-172 hrs.,

15 dual instruction hrs.,

10 ground hrs.,

FAA, TSA, DPE, checkride fees,

Flat simulator access fee for unlimited simulator training.

RTP CRM MHK airport

0 x \$20,100.00

Prerequisites: IR; Prepares you for: Accelerated R-ATP mins. Crew Resource

Management (CRM) structured time-build for RTP trainees. Includes:

Enrollment fee,

220 C-172 PIC hours flown with a CRM crewmate,

5 ground hrs. for CRM training and mission planning support.

For more on CRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

RTP AMEL COMM MHK

0 x \$16,400.00

Commercial AMEL addon for RTP trainees. Includes:

Enrollment fee,

25 Be-95 hrs.,

25 dual instruction hrs.,

15 ground hrs.,

FAA, TSA, DPE, checkride fees,

Flat simulator access fee for unlimited simulator training.

RTP PPL MYF airport

0 x \$11,675.00

Part 61 accelerated PPL for RTP trainees. Includes FAA, TSA, DPE, checkride fees and a flat simulator access fee for unlimited simulator training. Includes:

33 C-172 hrs.,

22 dual instruction hrs.,

15 ground hrs.

RTP IR MYF airport 0 x \$8,500.00

Part 61 accelerated IR for RTP trainees. Includes FAA, TSA, DPE, checkride fees and a flat simulator access fee for unlimited simulator training. Includes:

20 C-172 hrs.,

15 dual instruction hrs.,

10 ground hrs.

RTP CRM MYF airport

0 x \$20,450.00

Prerequisites: IR; Prepares you for: Accelerated R-ATP mins. Crew Resource Management (CRM) structured time-build for RTP trainees. Includes: 220 C-172 PIC hours flown with a CRM crewmate, 5 ground hrs. for CRM training and mission planning support.

For more on CRM, see FAASafety.gov, the FAA Risk Management Handbook (Chapter 6), and Advisory Circular 120-51E, Crew Resource Management Training.

RTP PPL Part 141 OJC 0 x \$9,620.00

Part 141 accelerated PPL addon for commercial rotary wing certificate holders using a tailored version of the King Schools Cessna Pilot syllabus. Includes enrollment fee, virtual ground school, DPE fees. Training hours include:

Ground instruction: 3.5 hrs,

Pre/Post: 12 hrs.

Dual instruction: 20 hrs,

C-172 ASEL: 20 hrs. + fuel surcharge

RTP IR addon Part 141 OJC

0 x \$8,128.50

Part 141 accelerated IR syllabus for commercial rotorcraft certificate holders using a tailored version of the King Schools Cessna Pilot syllabus. Includes enrollment fee, DPE fees, and virtual ground school. Training hours include:

Ground instruction: 3.5 hrs,

Pre/Post: 12 hrs,

Dual instruction: 16 hrs,

C-172: 11.5 hrs + fuel surcharge, Redbird FMX simulator: 4.5 hrs.

RTP COMM addon Part 141 OJC

0 x \$21,085.00

Part 141 accelerated CPASEL syllabus for commercial rotorcraft certificate holders using a tailored version of the King Schools Cessna Pilot syllabus. Includes enrollment fee, DPE fees, and virtual ground school. Training hours include:

Ground instruction: 3.5 hrs,

Pre/Post: 12 hrs,

Dual instruction: 55 hrs,

C-172 basic: 50 hrs + fuel surcharge, C-172 TAA: 5 hrs + fuel surcharge.

RTP Multi-Engine Addon (CPAMEL) - MYF Airport

0 x \$19,225.00

Multi-Engine Commercial Addon (CPAMEL) training program for Rotary Wing

Transition (RTP) trainees. Includes:

5 ground hours,

10 preflight / postflight briefing hours,

25 dual hours,

25 AMEL rental hours (Beech Baron B55),

\$1,000 Enrollment fee,

\$1,500 One-time FAA, TSA, DPE fee, checkride scheduling fee.

Complete in 6 weeks (full-time) or 12 weeks (weekend warrior)

Monthly subtotal	\$0.00
One-time subtotal	\$0.00
Total	\$0.00

FLIGHT TRAINING AGREEMENT, ACCEPTANCE OF PAYMENT TERMS, PRE-AUTHORIZATION OF CARD PAYMENTS, COMMITMENT TO TRAINING, ACCEPTANCE OF BILLING AND PAYMENT, ACKNOWLEDGEMENT OF STUDENT SUPPORT, MENTORSHIP, AND SUCCESS PROGRAMS, ACCEPTANCE OF FLIGHT TRAINING RULES, FLIGHT OPERATIONS SAFETY RULES, RENTAL AGREEMENT, LIABILITY RELEASE, ARBITRATION AGREEMENT, AND PHOTO RELEASE

STUDENT NAME:

PAYMENT TERMS Student expressly agrees to **Pay-as-you-Go** payment terms which are explained below. Student expressly acknowledges that any scholarships, grants, active-duty military tuition assistance, credentialing assistance, veteran benefits, or student loans received may not cover the full cost of training program(s). Student agrees to personally guarantee payment of all future flight training services delivered by Flex Air.

- 1. **Pilot Pathway** (Student Loan Funded) Student agrees to be charged a \$500 Deposit. Student agrees to weekly charges every Friday until student loan funds are received by Flex Air. Once student loan funds arrive, Student will be assessed no additional charges until student loan funds are exhausted. Student shall review and sign a Training Cost Estimate to authorize any additional charges if student loan funds are exhausted. Student can stop future charges, withdraw from training, and/or be refunded unused loan funds by contacting support@goflexair.com in writing.
- 2. **Level Pay** (Pay \$1,000 every week) Student agrees to be charged \$1,000 weekly on Friday. A maximum of \$20,000 will be charged unless authorized in writing by the Student. This Payment Plan does not obligate Student to pay for future training. If Student withdraws from training or fails to participate in training at a Full-Time level of effort, the payment plan shall stop, and Student shall agree to be charged for any outstanding balance in full on week after the payment plan ends. Student shall review and sign a Training Cost Estimate to authorize any additional charges if the Payment Plan budget is exceeded. Student can stop Payment Plan, withdraw from training, and/or be refunded unused funds at any time by contacting support@goflexair.com in writing.
- 3. Pay-As-You-Go (Pay in Full Every Friday) Student agrees to be charged a \$500 deposit, then weekly on Friday for the full cost of all training events. If payment fails to process in full on Friday, Student agrees to be charged a \$1,000 Return to Flight Deposit (RTF). If RTF Deposit is not successfully paid by the following Monday, Student agrees to pay additional late fees every Monday until the RTF Deposit is paid successfully. Student can stop future charges or withdraw from training by contacting support@goflexair.com in writing.
- 4. VA (GI Bill and/or VR&E funded) Student agrees to be charged a \$500 Deposit. Student expressly acknowledges that any veteran benefits received may not cover the full cost of training program(s).

 Student agrees to personally guarantee payment of all flight training services not covered by VA benefits.

PRE-AUTHORIZATION OF CARD PAYMENTS AND PERSONAL GUARANTEE

Student authorizes Flex Air to charge the credit/debit card held on file with Flex Air for flight training under the payment terms. Student understands that this authorization allows Flex Air to retain card details securely for preauthorization purposes, and charges will only be processed as detailed in the Payment Terms section above. Student also agrees to notify Flex Air in writing via <code>support@goflexair.com</code> if Student wishes to cancel or change this authorization at least 5 business days before the next scheduled transaction. Student understands that any disputes regarding charges will be resolved under applicable laws of the State of California or Kansas as appropriate, and in compliance with cardholder agreements.

Student understands that any scholarships, grants, active-duty military tuition assistance, credentialing assistance, veteran benefits, or loans Student receives may not cover the full cost of Student's training program(s). Student agrees to personally guarantee payment of all flight training services delivered by Flex Air in the event that funding provided by scholarships, grants, active-duty military tuition assistance, credentialing assistance, veteran benefits, or student loans is insufficient to cover the costs of the Student's training program or is withdrawn by scholarship, grant, military, veteran, or loan program provider(s).

COMMITMENT TO TRAINING

The Student acknowledges that this is a scheduled training program and is expected to devote the appropriate time for training. Flight schedules are published on a weekly basis based on student preferences, instructor availability, aircraft availability, and forecast weather conditions.

- 1. The Student expressly agrees to a Part-Time program scheduling training schedule.
- 2. Part-Time Schedule Definition: Student agrees to be available for training two or more training days per week for part-time, and complete at least two training blocks per week for part-time (a training block is a 2-hour ground or flight training event).
- 3. Full-Time Schedule Definition: Student agrees to be available four or more training days per week for full-time, and complete at least four blocks of training for full-time (a training block is a 2-hour ground or flight training event).
- 4. Student understands and agrees to participate in flight training events that may for operational or weather reasons take place at all times, including nights, weekends and early morning hours.
- 5. Student understands that their performance in flight training, including readiness for examinations and progression through their program(s) will be evaluated according to FAA Airman Certification Standards (ACS), which are documented on the FAA.gov website and will be provided by Flex Air as part of the student's learning materials.
- 6. Student agrees to participate in cross-country training flights as required by FAA Airman Certification Standards, which can involve travel of 50 miles or more to outlying airports. For Pilot Pathway and SkillBridge students, Flex Air may at its own discretion require these cross-country flights to remain overnight (RON) at an outlying airport for training purposes. If such RON cross-country training flights are required, Flex Air shall arrange and pay for student lodging and transportation to and from the airport.
- 7. Flex Air is not responsible for weather or aircraft availability / maintenance delays, but will make reasonable efforts to coordinate with the Student to minimize the impact of such interruptions.

BILLING AND PAYMENT, TUITION and FEES

- 1. **Deposit.** Student shall be required to provide a deposit prior to training. This deposit is a prepayment. It is non-refundable if student leaves training.
- 2. **Enrollment Fees.** You are billed an enrollment fee at the start of each training program (Private Pilot, Instrument Pilot, etc.) This enrollment fee is non-refundable. For Pilot Pathway students, all enrollment fees for all programs included in this Training Plan are non-refundable after the first week of training.

 Enrollment fee schedule: PPL and IR: \$500; SRM and CRM: \$500; CPASEL and CPAMEL: \$1,000; CFI and CFI-I; \$1,500 (CFI-I fee waived if student has previously enrolled in CFI at Flex Air)
- 3. **Ground Tuition.** Your training program includes one-on-one and classroom lessons taught by an instructor. It also includes preflight and postflight instruction just before or after a flight.
- 4. **Simulator Fees.** Your training includes access to flight simulators, both on your own time and with an instructor. Non-motion simulators require a flat fee for unlimited simulator use, and we encourage you to use simulators for self-study on your own time. Motion simulator fees are billed per hour. All simulator fees are non-refundable. For Pilot Pathway students, all simulator access fees for all programs included in this Training Plan are non-refundable after the first week of training.

 Simulator fee schedule: PPL and IR: \$500-\$900; SRM and CRM: \$0; CPASEL and CPAMEL: \$500-\$1,100; CFI and CFI-1: \$0
- 5. **Flight Tuition.** Your training includes inflight instruction in a Flex Air aircraft. You only pay for what you schedule and use. If you schedule a block of instructional time and don't use it, you may be billed for it.
- 6. **Aircraft Rental Fees.** Your training includes rental of Flex Air aircraft. You only pay for what you schedule and use. If you schedule a block of aircraft time and don't use it, you may be billed for it.
- 7. **DPE, checkride scheduling, FAA, and TSA fees.** Flex Air's operations staff works with the FAA and TSA on behalf of every student to set up airport access, schedule checkrides, and meet other regulatory requirements. We charge a flat fee for this service, which is non-refundable. For Pilot Pathway students, all DPE, checkride scheduling, FAA, and TSA fees for all programs included in this Training Plan are non-refundable after the first week of training.
 - DPE, checkride scheduling, FAA, and TSA fee schedule: PPL and IR: \$1,500-2,000; SRM and CRM: \$0;

- CPASEL and CPAMEL: \$1,500 \$2,000; CFI and CFI-I; \$2,000 \$3,000. Subject to change without notice according to local DPE market.
- 8. **Extra Training fees.** Students who fail to meet FAA standards during regularly scheduled Progress Checks or Checkrides, or who fail to meet Airman Certification Standards prior to a checkride may be assigned Extra Training by their Flight Instructor or the Chief Flight Instructor. Extra Training is billed separately at hourly rates for ground, flight, and aircraft tuition.
- 9. **DPE recheck fees.** Checkrides that are discontinued or disapproved will be rescheduled and paid for on the student's behalf by Flex Air. We charge a flat fee for this service. These fees are variable, and depend on the local DPE market.
- 10. Flex Air offers the following Payment Terms: Pay-As-You-Go, Payment Plan, and Pilot Pathway.
- 11. Pay-As-You-Go Billing is accomplished weekly for a variable amount, which is the full outstanding balance in your Flight Schedule Pro account for all training you have conducted that week.
- 12. **Payment Plan Billing** is accomplished **monthly or weekly** for a **fixed amount** until the outstanding balance in your Flight Schedule Pro student account is paid down to zero. Payment Plans are not a commitment for future training.
- 13. **Pilot Pathway** is a loan-funded program. Students on loan-funded programs will have repayment terms set by their loan provider.
- 14. **All** Flex Air students and renters are required to have a **valid payment method on file** at all times. This includes Payment Plan students and Pilot Pathway students funded by loans.
- 15. Declined payments, insufficient funds, or failure to pay:
 - 1. Pay As You Go students who fail to make a payment on time will immediately be assessed a \$25 late fee. Students with late payments shall then receive a 72-hour grace period to pay a \$1,000 Return to Flight deposit, which will remove the late free and return the student's account to good standing. Students who fail to pay after 72 hours may be removed from the flight schedule and have all future flight training events cancelled.
 - 2. **Payment Plan** students who fail to make a payment may be charged late fees according to the terms of their payment plan but will remain on the flight schedule.
 - 3. **Pilot Pathway** students who fail to make a payment will be handled according to their contract with their loan provider.
- 16. **Drop on Request (DOR) and Refunds.** Student can withdraw from training and initiate a refund by submitting a written notification to support@goflexair.com. Deposits, enrollment fees, simulator fees, and DPE, checkride scheduling, FAA, and TSA fees are non-refundable. A 90-day account reconciliation, review, and audit shall be conducted by Flex Air to ensure account accuracy. After 90 days, Student is entitled to receive a refund of any unused student account funds to their Pilot Pathway loan account, VA benefits account, or in cash via Zelle, PayPal, Venmo, or ACH as requested by the Student and approved in writing by any applicable student loan provider(s) and/or the VA.

STUDENT SUPPORT, MENTORSHIP, AND SUCCESS

- 1. Key Relationships. Flex Air assigns every Student to a Primary Certificated Flight Instructor (CFI). Students may fly with additional CFIs, but will mainly fly with their Primary CFI. Every student is also assigned a Career Mentor. Career Mentors do not hold themselves out as flight instructors but provide job market coaching, resume prep, interview prep, career advocacy, and assistance troubleshooting training roadblocks. Every Flex Air base is staffed by a Base Manager or Assistant Manager. Base Managers assist students with training schedules, checkride schedules, and CFI assignments.
- 2. **Timely Communications:** Flex Air's structured and professional training environment requires timely communications between Flex Air and the student. Flex Air's primary mode of student communications is via email. Student shall provide Flex Air with a valid email address and ensure it remains active and capable of receiving emails from Flex Air at all times. Student agrees to monitor their email inbox, read messages

from Flex Air, and when requested, respond within 24 hours of receipt. Student agrees to add "goflexair.com" to their email provider's "safe senders / whitelist" to ensure Flex Air emails are delivered to their inbox in a timely manner and not diverted to spam, promotions, advertising, or other low priority inboxes. Student agrees to remain subscribed to all Flex Air email lists for the duration of their enrollment at Flex Air. Flex Air's secondary mode of communication is via the messaging app Slack, which Flex Air provides to all students free of charge. Student agrees to log in to Slack, monitor traffic on the app daily, read messages from Flex Air, and when requested, respond within 3 hours of receipt. Flex Air's tertiary mode of communication is via text message / SMS. Student agrees to provide Flex Air with a valid US phone number capable of receiving text messages, and to read messages, and when requested respond to messages from Flex Air within 3 hours of receipt.

- 3. **Student / Customer Support.** Flex Air provides a student support page at <u>goflexair.com/support</u> This page provides quick links to documents, FAQs, password resets, and other resources. Students can submit help requests through an online ticket system.
- 4. **Billing Inquiries.** All billing inquiries, requests, or disputes shall be submitted in writing to support@goflexair.com or through goflexair.com/support. While students may and are encouraged to consult with Flight Instructors and Base Managers for questions regarding billing, no action shall be taken until a written request is made.
- 5. Student Account Balance. Access to Student account balance and summaries of all training costs are provided through an online platform called Flight Schedule Pro. Any student can <u>log on to their Flight Schedule Pro student account</u> to check account balances at any time.
- 6. **Cost Estimates.** Students shall receive and review a Training Proposal prior to starting training at Flex Air summarizing the full cost of the training sequence (zero to CFI, etc). At each major milestone during training (start of PPL, start of IR, etc.) Students shall receive and review a Training Cost Estimate with an itemized breakdown of Ground, Flight, Aircraft, and other training expenses estimated for the current program (PPL, IR, etc.) All Training Proposals and Training Cost Estimates are **good faith estimates** based on average training outcomes for average students. Individual student training outcomes will vary based on student performance.
- 7. **Budget Overruns.** Students who are at risk of overrunning their training budgets will receive an updated Training Cost Estimate. Payment Plan and Pilot Pathway students may, at Flex Air's discretion, be offered a 0% interest Supplemental Payment Plan to cover training additional costs.
- 8. **Student Safety, Performance, and Commitment to Training.** Flex Air is a professional training environment intended for career-focused pilots. Non-career pilots are also welcome at Flex Air, but all pilots shall meet minimum professional standards of safety and commitment to training. Students who repeatedly refuse to participate in or fail to show for scheduled training events, fail to respond to communications from Flex Air instructors, mentors, and managers, fail to meet Airman Certification Standards, fail to pass FAA Knowledge Tests, or fail a scheduled Progress Check, Mock Checkride, or Checkride event shall attend a Return to Centerline (RTCL) meeting.
- 9. **Return to Centerline.** RTCL meetings are attended by the Student, their Mentor, and a Flex Air senior CFI and/or Base Manager. RTCL events shall be scheduled with reasonable lead time to allow student participation, but must occur within 15 business days of initial student notification. RTCL events may be conducted virtually, via phone, or in person. RTCL events are mandatory and require the Student's signature on their Return to Centerline Training Plan within 24 hours of the RTCL event. Students who fail to show for the RTCL meeting or fail to follow the RTCL Training Plan shall be disenrolled from Flex Air and barred from all future mentorship and career support programs.

FLIGHT TRAINING RULES FOR USE OF FLEX AIR AIRCRAFT

In consideration of the training fees paid and the covenants contained herein, Flex Air Inc., hereinafter referred to as the "Operator," hereby provides to the "Student" the designated aircraft hereinafter referred to as the "aircraft."

- 1. Operator schedules its Students for three types of flight events as part of a training syllabus:
 - 1. Instructional Flights crewed by one or more Student(s) and Instructor(s)
 - 2. Time-Building Flights crewed by one or more Student(s)
 - 3. Solo Flights crewed by a single Student
- 2. Student agrees that they have read Flex Air's Standard Operating Procedures (SOP) and that they are agreeing to obey and be bound by the rules set forth in Flex Air's SOP, and any associated amendments to Flex Air's SOPs determined as required by the Chief Flight Instructor, as if they were set forth here in full.
- 3. Student agrees at all times, to follow FAA regulations.
- 4. Student agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.
- 5. Cancelation Policy There is a 24 hour minimum for cancelations. If less than 24 hours notice is given, the Student may be billed for the full block of instruction and aircraft rental time. Base Managers, in their sole discretion, may waive this fee in whole or part.
- 6. Student is Responsible for properly securing the aircraft after their flight, this includes:
 - 1. Properly securing the aircraft (Tie down, replacing covers, etc.)
 - 2. Shutting off master switch
 - 3. Returning key to proper place.
- 7. Failure to perform these duties, may result in additional charges. (Minimum fee \$100)
- 8. Landing at other Airports Flex Air maintains a list of airports that require a flight with a Flex Air CFI before Student may fly solo. The Chief Flight Instructor may waive this requirement if sufficient previous or adequate experience is shown. It is the Student's responsibility to check this list before flights.
- 9. Student agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or costs and reasonable attorney's fees incurred by the Operator in such suit or suits.
- 10. Student, by affixing his signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures and insurance provisions.

FLIGHT OPERATIONS SAFETY RULES

- 1. **Pilot Certificate** Student must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Student shall fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.
- 2. **Currency** Student must possess evidence of a current biennial flight review, medical certificate, and aircraft checkout by a pilot designated by the Operator.
- 3. **Weather** Student shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Student is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.
- 4. **Physical conditions** Student shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.
- 5. The Student will comply with all local, state, federal, and FAA regulations for the transportation of any regulated items, including but not limited to, firearms, ammunition, hazardous materials, and agricultural products.

AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Flex Air Inc., hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "aircraft."

- 1. Renter acknowledges and agrees that the aircraft is the property of the Operator:
- 2. Renter acknowledges that they have inspected the aircraft and has found it to be in good mechanical condition and airworthy.
- 3. Renter agrees to return the aircraft at the scheduled time, weather permitting.

- 4. Renter agrees to properly secure the aircraft after each flight
- 5. Renter expressly acknowledges personal liability to pay Operator on demand:
- 6. Service and time charges computed at the applicable posted rates until said aircraft is returned to the Operator.
- 7. Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
- 8. The amount of any parking, tie-down, or hangar charges until the aircraft is returned to the Operator
- 9. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator for instructions upon encountering mechanical malfunctions.
- 10. If the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base plus any costs associated with the transportation of personnel to return the aircraft.
- 11. Renter agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.
- 12. Renter agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.
- 13. Renter, by affixing his signature hereon, does agree to follow the prescribed flight operations safety rules, emergency maintenance procedures and insurance provisions.
- 14. **NOTICE OF INSURANCE COVERAGE** As a Renter of an aircraft, the undersigned Operator hereby provides notice that:
 - 1. You are insured under a policy or policies of insurance provided by the undersigned Operator and providing liability coverage in the following amount: \$1,000,000.00 each occurrence.
 - 2. You are insured under a policy or policies of insurance provided by the undersigned Operator for single limit including \$100,000.00 per person all Bodily Injury each occurrence. Student and Renter liability is \$100,000.00 each occurrence.
 - 3. AIRCRAFT PHYSICAL DAMAGE INSURANCE has a deductible of \$2,500. Renter may be responsible for any portion of the deductible as deemed appropriate by Operator after gathering evidence during an incident investigation.
 - 4. Renters are encouraged to consider purchasing an "Aircraft Renters Insurance Policy" from an independent insurance company to protect themselves in situations where they may be found to be negligent or responsible for damages.
- 15. **Qualifications and Checkout** In order to rent Flex Air aircraft you must hold at least an FAA Private Pilot Certificate and must possess evidence of a current flight review, medical certificate, and applicable currency requirements for your intended operation.
 - 1. You will be required to demonstrate proficiency to an instructor in the aircraft before being granted scheduling privileges.
 - 2. Former Flex Air students who are still considered current under the regulations do not require a checkout. Former students who are not current will be handled on a case by case basis.
 - 3. Only instrument rated pilots with proof of appropriate currency requirements may rent the aircraft for intended IFR flight.
- 16. **Overnight or Out of State Rentals** Overnight or out of state rentals require Base Manager approval. Renter shall discuss the flight beforehand with Base Manager to ensure maintenance compliance and availability.
- 17. Rental Policies and Procedures
 - 1. **Preflight**. Renter shall personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the appropriate pre-takeoff, cruise and pre-landing checklists.
 - 2. **Take-off and landing area**. No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 2.000 feet.

- 3. **Physical conditions**. Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as alcohol, tranquilizers, and sleeping aids.
- 4. **Pets**. Pets are allowed on Flex Air aircraft with prior permission from the cognizant Base Manager. The renter is fully responsible for any damage to the aircraft and interior (scratches damage the interior, be cautious) and making sure the aircraft is clean and free from any evidence of the animal. A minimum \$100 cleaning fee will be billed to the renter if the aircraft isn't maintained after the flight. Renter may also be charged for any down time if the aircraft is taken out of service for cleaning, to a maximum of 4 hour per day.
- 5. **Food and Drink**. Certain drinks and food are allowed on Flex Air aircraft. However, it is the renter's responsibility to return the aircraft clean and free of trash, or renter will be charged a cleaning fee. (Minimum fee \$75). Renter may also be charged for any down time if the aircraft is taken out of service for cleaning, to a maximum of 4 hour per day.
- 6. **Smoking.** Smoking is not allowed in Flex Air aircraft. The renter is responsible for any smoking that occurs while they are renting the aircraft. Violation of this rule will incur a cleaning fee (Minimum fee \$250). Renter may also be charged for any down time if the aircraft is taken out of service for cleaning, to a maximum of 4 hour per day.
- 7. **Instruction**. Instruction in Flex-Air aircraft shall only be done by Flex Air instructors. The Chief Flight Instructor may, if authorized by Flex Air leadership, designate in writing other persons that may instruct in Flex Air aircraft
- 18. Appropriate Use Flex Air aircraft may not be used for any of the following purposes:
 - 1. For any illegal purposes
 - 2. In any race, speed test, or contest
 - 3. By any person other than the designated Renter
 - 4. Outside the continental United States
 - 5. To carry passengers or property for compensation or hire
 - 6. For any flight which the Renter is not properly rated or certificated
- 19. **Off Site Maintenance Issues** At Flex Air, we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Base Airport will apply should a breakdown occur:
 - 1. In the event of a breakdown, notify the cognizant Base Manager of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number, and the telephone number where you can be contacted.
 - 2. Do not authorize any repairs to be made to the aircraft without clearance from the cognizant Base Manager. Failure to do so could result in the Renter being responsible for a portion or all of the bill.
 - 3. Flex Air will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.
 - 4. Flex Air will reimburse the Renter for fuel purchased, provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons, and price purchased.
 - 5. All repairs and fueling for Flex Air aircraft shall be made by properly licensed facilities and personnel.

20. Rental Restrictions and Limitations

Regulatory Compliance All Flex Air pilots, renters, students, and instructors are expected to comply
with all FAA regulations, as prescribed in 14 CFR Parts 61, 91, and where applicable Part 141. A pilot
may only deviate from the regulations in the event of an emergency or in the name of safety. Pilots
who deviate from regulations for safety reasons shall submit a Flex Air Safety System report and
NASA report immediately upon landing.

- 2. Authority of Pilot in Command The Pilot in Command has the final authority as to the safe operation of the aircraft. In other words, ensuring the success of your flight is your responsibility from beginning to end.
- 3. **Flight into Known Icing** Flex Air aircraft are not certified for flight into known icing. Ensure you are properly prepared for each flight and are aware of both the weather and your personal limitations.
- 4. Active SIGMETs Flights within the boundaries of an active SIGMET are prohibited.
- 5. 0:0 Takeoffs Although permitted by Part 91, 0:0 takeoffs are prohibited in Flex Air aircraft.
- 6. **Emergency Operations, Accidents or Incidents.** If you are involved in an accident or incident offsite, please notify your Base Manager immediately, once it is safe to do so, and activate the appropriate channels. If the aircraft does not pose any danger of fire or explosion, please remain with the aircraft until help arrives.
- 7. Emergency Response Plan. An Emergency Response Plan, modeled after the U.S. Navy's Aviation Safety Center's publications, is in place for all students and instructors. This document is password protected. To access it: Login: student@goflexair.com or instructor@goflexair.com Password: goflexair. If an incident occurs, execution of the Emergency Response Plan is the responsibility of the cognizant Base Manager.

I HAVE READ AND I UNDERSTAND THE ABOVE CONVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

VOLUNTARY PARTICIPATION: I, Voluntarily choose to participate in flying and / or flight training activities ("FLIGHT ACTIVITIES") in an airplane or operated by Flex Air Inc.

ASSUMPTION OF RISK: To the best of my knowledge, I am in good physical condition and believe myself fully medically able to participate in flight training activities, and have not been refused an FAA medical certificate, or had one revoked. I am aware that such FLIGHT ACTIVITIES can be hazardous and do involve certain risks and dangers that cannot be completely eliminated, including both those associated with (a) the piloting and operation of the AIRPLANE; and (b) the AIRPLANE itself. Specifically, I am aware that the FLIGHT ACTIVITIES have the potential to (a) impose physical stress upon and cause other physiological effects to occupants, including, in some cases, injury; and (b) result in a loss of control of the AIRPLANE and an accident. I am nevertheless, voluntarily participating in the FLIGHT ACTIVITIES with knowledge of the risks involved, at my own risk. I am competent to and assume these risks of my own free will. I ACCEPT ANY AND ALL RISKS OF DEATH, BODILY INJURY AND PROPERTY DAMAGE.

WAIVER AND RELEASE: As consideration for being permitted to participate in the FLIGHT ACTIVITIES, I agree that neither I nor my assignees, heirs, distributees, executers, guardians or legal representatives ("RELEASORS") will make a claim or assert any causes of action (known or unknown) against, or sue Flex Air Inc., its relates or affiliated entities or persons, directors, officers, employees, contractors or agents ("RELEASEES") for death, bodily injury, property damage or any other liability, of any sort ("HARM") arising from FLIGHT ACTIVITIES, including without limitation HARM that results from the active or passive negligence or other acts or omissions of RELEASEES. I hereby WAIVE and RELEASE RELEASEES from liability for, all such claims, causes of action and suits which RELEASORS or any of them now have or may hereafter have. This WAIVER and RELEASE includes, without limitation, HARM which results from (a) my being in the AIRPLANE, which could cause an accident; (d) negligent training, instruction or supervision of me, which could cause injury to me and / or a and accident; and (e) my slipping, falling or otherwise becoming injured on and about the AIRPLANE.

KNOWING AND VOLUNTARY EXECUTION: I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER AND RELEASE, AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I ALSO CERTIFY THAT I HAVE NO REASON TO BELIEVE THAT I HAVE ANY PHYSICAL OR MENTAL LIMITATIONS WHICH PREVENT ME FROM SAFELY PARTICIPATING IN THE FLIGHT ACTIVITIES. I CERTIFY THAT I AM OVER THE AGE OF 18, UNLESS MY PARENT LEGAL GUARDIAN HAS SIGNED.

If under 18, both parents must print this page and sign individually and as parent/guardian.

Parent / Guardian Permission, Assumption of Risk, Waiver & Release I certify that I am the above child's parent or legal guardian, As such, and individually, I have carefully read and understood this document in its entirety, and hereby (a) give the child permission to participate in the FLIGHT ACTIVITIES: (b) attest to the physical and medical certification; (c) expressly ASSUME ALL RISKS associated with the child's participation in the FLIGHT ACTIVITIES; and (d) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from the FLIGHT ACTIVITIES.

Signature of Parent or Guardian:
Date:
Signature of Parent or Guardian:

BY SIGING THIS YOU ARE AGREEING TO BINDING ARBITRATION. YOU ARE GIVING UP YOU RIGHT TO SEEK RELIEF IN A COURT OF LAW, AND YOUR RIGHT TO HAVE A TRIAL BY JURY.

RELEASOR and/ or Guardian acknowledges that this Agreement and FLEX AIR INC.'s provision of flight training, evaluation and rental services constitute transactions involving interstate commerce and agrees that this Agreement and related disputes are governed by the Federal Arbitration Act. RELEASOR and/ or Guardian agrees that any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement and Waiver of Liability or the relationships which result from this contract, including the validity or enforceability of this arbitration clause or any part thereof or the entire contract, shall be resolved by binding arbitration under the Rules of the American Arbitration Association and the Federal Arbitration Act in San Diego, California. The Arbitration panel will consist of three members, all of whom must be pilots, and the chairman must be a lawyer. Each party will select one arbitrator and the selected arbitrators will choose the chairman. The parties exclusively select the application of Kansas, substantive law without resort to Kansas conflicts of law rules to resolve legal issues that may arise in the course of such arbitration or any litigation between the parties. In the event a party brings a lawsuit in violation of this agreement, the violating party shall be responsible for all expenses, including attorneys' fees, incurred in enforcing this arbitration agreement. In the event of any litigation arising from or related to this agreement or any other agreements or dealings between the parties, the parties select as the sole and exclusive venue for any such litigation the state and federal courts in San Diego, California.

The Rules of The American Arbitration Association can be found at: http://www.adr.org/Rules

PHOTO RELEASE FORM

I hereby grant the **Flex Air Inc.** permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including for profit and including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Flex Air Inc. and will not be returned.

I hereby irrevocably authorize the Flex Air Inc., to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge Flex Air Inc. from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

Print Name:

If under 18, both parents must print this page and sign individually and as parent/guardian.

Parent Signature:	Date://	
Parent Signature:	l Date: / /	

Questions? Contact us



Prepared by Flex Air Support Team

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