



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 duration of the course will be as stated on the School's web-site. 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.

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.



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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

The Student will pay for any extra training, ground examinations, or flight tests that may be required to reach the standard necessary to complete the course, unless they are enrolled on a guaranteed program.

Additional Fees for a Guaranteed Program

The regulatory minimum for the Private Pilot License is 35 hours. No additional fees are required if the course is completed in less than 72 hours in the aircraft. Any hours after the 72 hour maximum will be charged at the current dual rate of \$160 per hour in the Cessna 152 and/or \$195 per hour in the Cessna 172.

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 current dual rate of \$110 per hour in the AATD and \$195 per hour in the Cessna 172.

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 27.5 hours in the multi-engine. Any hours after the 24 hour maximum in the AATD and 20 hour maximum in the aircraft will be charged at the current dual rate of \$135 per hour in the AATD and \$345 per hour in the multi-engine aircraft.

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 \$60 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 \$60 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.

The Student is responsible for accommodation costs if training is extended beyond nine months. If the Student terminates accommodation, the Student must provide 30 days notice. Any damage/neglect to the school property, including accommodation will result in additional fees outside the Guaranteed Program Price.

Age and Qualifications

The Student warrants that he will have reached the age of 17 years and 8 months before the start of the 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.

Length of Course



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The Guaranteed Training Agreement signed by student must be completed within 1 year to remain valid. If the Commercial training is not completed in 1 year 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 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.

Behaviour

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.

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.

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