

# Student Copy



## Final Design Group LLC hereinafter referred to as (Owner) FLIGHT TRAINING AGREEMENT – TERMS AND CONDITIONS

1. These terms and conditions shall apply each time an aircraft is operated by Student for flight training and cannot be waived except in writing by the Owner.
2. The aircraft shall not be occupied or used with engine operating
  - (a) by any person except Student, or a pilot or flight instructor approved by Owner
  - (b) in any competitive event
  - (c) in formation flying or any aerobatic maneuvers
  - (d) for the transportation of people or property for hire
  - (e) for instruction purposes except as approved by Owner
  - (f) outside the continental U.S.A
3. Student shall make a careful ground inspection of the aircraft and its equipment and accessories, including a careful check of required fuel and oil levels, and will not accept the aircraft until satisfied that it is airworthy and that its equipment and accessories are functioning properly.
4. Student agrees to return the aircraft to its home base on or before the specified date and time, weather permitting, or sooner if demanded by Owner, in the same condition and running order as when received, ordinary wear and tear excepted. Student will reimburse Owner for all loss, expense or damage that the Owner incurs as a result of Student's possession, control or use of the aircraft that is caused by the negligence or fault of Student.
5. Owner has insurance coverage primarily for the benefit of Final Design Group LLC and its owners and employees. Student agrees that they are responsible for the Owners insurance deductible and for all damage and liability which was caused in part or in full by the student's negligence. Student must purchase non-owned/renter's insurance coverage to cover Student's liability while operating Owner's aircraft. Student agrees to pay for any damage or losses to the aircraft or hangar that occur while operating or moving the aircraft.
6. Student shall be solely liable for and shall indemnify and hold Owner harmless from all fines, penalties, and forfeitures imposed for violation of any applicable Federal, State, Municipal or other statute, law, ordinance, rule or regulation while the aircraft is held, operated or flown in connection with this flight training agreement.

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7. Student shall defend, indemnify and hold harmless Owner from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of or connected with the possession or use of the aircraft during the term Student is operating aircraft including, but not limited to, any and all claims of or liabilities to third parties arising out of the abandonment, conversion, secretion, concealment, or unauthorized sales of the aircraft by Student or the confiscation of the aircraft by any government authority for illegal or improper use of said aircraft.

8. Student agrees to remove all personal belongings and debris from the aircraft following each flight and leave the aircraft in a clean and orderly condition. Owner shall not be liable for, and Student assumes all risk of loss of or damage to any property of Student or of any other person who may have been in or on the aircraft either before or after its return to Owner. Student shall defend, indemnify, and hold Owner harmless from any claim arising out of such loss or damage.

9. Student agrees to pay Owner on demand all charges for the operation of the aircraft. Owner may retain any security deposit and apply the same to payment of amounts which become due under this flight training agreement. In the event it is necessary to retain an attorney to enforce this agreement, Student agrees to pay interest from the due date at the highest legal rate and all costs of enforcement including a reasonable attorney fee.

10. The number of hours chargeable to Student shall be determined by the hour meter that is installed in the aircraft. A reading shall be taken prior to starting the engine and a second reading shall be taken at the time the aircraft is parked, and the engine is shut down. Hours shall be determined to the nearest 1/10 of an hour. If the hour meter or other recording device becomes inoperative or is broken during Student's possession of the aircraft, then Student agrees to pay the charge to be determined by Owner based on the actual time the aircraft was being used or in the possession of the Student.

11. Student agrees that the aircraft shall always be operated in accordance with visual flight rules and no actual instrument flight in IMC will be conducted. Except as an emergency measure, Student will land the aircraft only at airports with hard surfaced runways. If any flight is beyond a radius of 150 NM of the home base of the aircraft, Student agrees to file, activate, and close a flight plan with Flight Service or the F.A.A. Student agrees to comply with all applicable Federal Air Regulations in the operation of the aircraft

12. In the event of an accident, major or minor, Student shall immediately comply with all Federal Regulations governing the reporting of accidents. Student shall also notify the Owner and the appropriate local authorities as soon as possible. Student shall not move

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the aircraft after an accident except with the express consent of the Owner and other authorities having jurisdiction.

13. Student shall not tamper with or attempt to repair any part of the aircraft or its equipment or accessories. All problems or squawks shall be reported to the Owner as soon as possible after each flight.

14. Unless operating the aircraft under the direction of a Certified Flight Instructor approved by Owner, Student represents and warrants that he/she is the holder of a good and valid pilot's certificate and current medical certificate of the appropriate class. Student agrees that said certificate(s), medical certificate, and driver's license (or other approved photo ID), shall be in his/her possession while operating the aircraft, and agrees upon request to display the same to owner or its representatives. If Student is a student pilot, then he/she agrees to operate the aircraft only under the direction of a Certified Flight Instructor approved by Owner.

15. Student agrees that following each flight he/she shall park and securely tie down the aircraft and close and secure all windows and doors.

16. Owner reserves the right to refuse to let any person operate the aircraft for any reason.