



## Flight Academy of New Orleans, LLC

### FLIGHT TRAINING AGREEMENT

#### CPP (61)

#### Appendix A

This agreement (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Flight Academy of New Orleans LLC (hereinafter "FANO") and \_\_\_\_\_ (Last Name, First Name) (hereinafter "the student") whose name is signed at the end of the Agreement. This agreement is made for the purpose of establishing FANO's Flight Training Policy and Payment Policy.

NOW, THEREFORE, in consideration of the promises and covenants herein, the parties hereto agree as follows:

#### ELIGIBILITY REQUIREMENTS

1. Be at least 17 years of age for a rating in other than a glider or balloon
2. Be able to read, speak, write, and understand the English language
3. Completed FANO Application for Admission
4. Copy of passport
5. Copy of Education Certificates
6. Proof of Finances
7. Completed FANO Flight Training Agreement
8. Applicable Admission and Agent Fees
9. Applicable Eligibility Requirements by Country (See Agent for Details)

#### ADMISSION

10. The admission fee payable to FANO is \$500 USD. \$3,000 USD is payable to the Agent. Both fees must be paid before receiving the I-20 (a United States Homeland Security form that provides supporting information for the issuance of a visa to a student).
11. The admission fee of \$500 USD is **non-refundable**.
12. The admission fee covers the Letter of Acceptance, Immigration/I20, and the Wire Transfer Fee.
13. The admission fee is due by wire transfer upon request of entry into FANO.





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14. The admission fee covers the I20 for three attempts to pass the VISA appointment.
15. Should the student fail the third VISA appointment, each additional I20 will cost \$150.
16. The admission fee is separate from the package.
17. The admission fee does not include the TSA, I-901, nor the Agent VISA counseling fee.
18. Admission is not complete until admission fee is received along with FANO Application for Admission, passport, education certificates, DGCA medical, proof of finances and signed Flight Training Agreement. Furthermore, Agent fee must be submitted to Agent to complete admission.
19. Student agrees to complete and return by the specified deadlines all documents, copy of passport, photo, and forms provided for the Program prior to his/her departure, and understands that failure to do so may result in refusal to allow Student to register for the Program.
20. There is no guarantee of the issuance of a US Visa, however; the Agent will provide assistance for the same. If under any circumstance the student is refused the US visa 3 or more times, they will be refunded \$2,500 USD. The Agent Administrative fee of \$500 is non-refundable. If the US VISA is denied as a result of submitting fraudulent documents neither the Agent nor FANO will be responsible, and the full Agent fee of \$3,000 shall be forfeited. Once the USA Visa has been issued, the \$2,500 deposit becomes non-refundable.
21. All paperwork for issuance of a USA Visa will be provided by FANO through the Agent.
22. The student pays \$200 USD for the SEVIS I-901 fee and \$150 USD for the VFS Visa Application fees. These fees are subject to changes and regulate by the corresponding US Agency.
23. While the TSA fee is included in the flight-training package (not the admission fee), the application for TSA Clearance must be started as part of the admission process. I20 will not be provided until TSA Clearance is initiated.

### FLIGHT TRAINING

24. Training is provided to the highest standards in the aviation industry; however, there is no job guarantee.
25. A complete breakdown of the course is provided in the Flight Training Estimate (Appendix C) (Appendix C). Student agrees that the Flight Training Estimate (Appendix C) is an extension of this agreement. Students needing additional ground or flight instruction will be charged as per the current rates for instruction and aircraft.





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26. The training will cover the cost of 1 written exam per student per license (PPL, IR, ME-CPL); additional attempts for the written exam will be paid out of pocket by the student. (Pricing subject to change. Any increase beyond the amount included in the Flight Training Estimate (Appendix C) (Appendix C) is payable by the student out of pocket.)
27. The training will cover the cost of 1 check ride per student per license (PPL, IR, ME-CPL); additional check rides will be paid out of pocket by the student. (Pricing subject to change. Any increase beyond the amount included in the Flight Training Estimate (Appendix C) is payable by the student out of pocket.)
28. The training will cover the cost of 1 aircraft rental for the practical examination per student per license (PPL, IR, ME-CPL). If the student receives an incomplete, unsatisfactory, or discontinuance for the practical examination, any additional aircraft rental charges resulting from the necessity to re-take the practical examination will be paid out of pocket by the student.
29. The cost of the course is guaranteed; however, this is based on current fuel prices. If, for any reason, fuel prices go higher than \$5.35 USD a gallon, FANO will access a fuel surcharge for each flight. This charge is not part of the package and will be payable by the student. There is no refund or adjustment to the package if the fuel price decreases.
30. The student understands that the crew time built into the Flight Training Estimate (Appendix C) of must be accomplished in accordance with CFR's Part 61.51 (g,3,ii) with another student. Non-compliance to Section d of Part 3 will result in additional charges to be calculated at the hourly aircraft rental rate.
31. Students who have not cleared the DGCA papers must take their own responsibility to do the same for the issuance of an Indian Commercial Pilots license.
32. The student must be totally focused towards the training and must understand that this is an intensive training program.
33. Uniforms are mandatory- White pilot's shirts and blue pants with leather shoes- student must have a minimum of 5 shirts and 5 pants upon arrival in New Orleans.
  1. Student Pilot- No Epaulets
  2. Private Pilot- One Stripe
  3. Instrument Pilot- Two Stripes
  4. Commercial Pilot- Three Stripes
34. Students must provide Flight Academy of New Orleans with contact information while staying in New Orleans, LA as well as, all personal contact information from their home county.





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35. Students must comply with ALL FAA laws and regulations, as well as, any of the Company's rules and safety regulations while attending the school. Failure to comply with these may result in suspension or dismissal from the program without a refund.
36. It is understood between the parties hereto that given the international nature of the Program, the conduct of Student during the course of the Program is of utmost importance. Student therefore agrees to conform to the highest standards of conduct including regular attendance of all classes for which Student is registered, and to conform to all applicable rules, regulations, and policies at the discretion of their ground or flight instructor. Misconduct and actions that may jeopardize the Student's own welfare or that of fellow students in the Program includes, but is not limited to, the following: the use of physical or verbal violence, violating the laws of the country, openly abusing the customs of the community, unauthorized absences from classes. Student understands that failure to conform to appropriate standards of conduct may result in, among other consequences, the termination of Student's participation in the Program without a refund.
37. In addition, it is understood by the parties hereto all policies relating to substance abuse as per Federal Law. Students violating these laws relating to substance abuse will be subject to the procedures for suspension/dismissal.
38. All aircraft are insured and there is a deductible of \$5,000 USD for both in motion and not in motion claims. In case of negligence, the student is responsible for the \$5,000 USD deductible. There is additional insurance for the student, which is required and can be purchased from AVEMCO by the student. This covers the aircraft completely and money is not spent by the student for the deductible charge.
  - a) In the unlikely event that there is a loss of the company's insurance for flight training or a significant increase in insurance costs due to a severe accident, bankruptcy of the insurance provider, or any other unforeseeable event; the Company reserves the right to require students to purchase additional insurance coverage.
39. Student understands that they will build safety standards while flying in the United States and agrees to accept attendant risks.
40. The Staff at FANO will communicate important information to the student. Student agrees to attend all safety and informational meetings held at the school.

### MEDICAL





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41. The student must have medical insurance while in the USA.
42. Student understands and agrees that it is his/her responsibility to have sufficient funds available for self-support while participating in the Program and for his/her return transportation from New Orleans, LA. Student understands that living in a foreign country may involve health and other personal risks. Student agrees to exercise reasonable or recommended precautions while abroad with respect to travel, entertainment, food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors, and sexual contact and behavior (HIV/AIDS and other sexually-transmitted diseases).
43. Student understands and agrees that it is Student's responsibility to determine, in consultation with competent medical authorities, whether or not Student should participate in the Program, and whether any vaccinations or other health concerns need to be addressed. Student further agrees to conform to applicable FAA medical examination requirements in order to receive training.
44. The student must have an FAA Medical for student pilots while in the USA.

### PAYMENT

45. The total flight training payment is \$34,544.20 USD.
46. The student is required to pay the first installment of **\$20,726.52** USD for flight training **two weeks prior** to arrival to New Orleans, LA to FANO.
  - a) The student is required to pay **\$530** USD to FANO for the apartment application fee and security deposit for housing. This payment is due **two weeks prior** to arrival in New Orleans, LA so that FANO can make arrangements for the student's accommodations. The student may receive the security deposit of \$500 back as long as the apartment is left in the same condition as it was when the student moved in and is accordance with the sublease agreement signed by the student upon arrival to New Orleans, LA.
  - b) The total payment due **two weeks prior** to arrival equals **\$21,256.52** USD.
  - c) The student is required to pay **\$6,150** USD for shared housing and transportation **upon arrival** in New Orleans, LA at FANO, which is non-refundable.
  - d) No alcohol is permitted in the housing. Daily chores of keeping a clean apartment are the responsibility of each student. Inspections will be on a routine basis.
  - e) Drinking alcohol, fighting, damaging furniture, disobeying the rules of FANO can result in suspension or even dismissal from the school with no refund.





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47. The student is required to pay the final installment of **\$6,908.84** USD on *the first day of the second month* in New Orleans, LA to FANO.
48. The student is required to pay the final installment of **\$6,908.84** USD on *the first day of the third month* in New Orleans, LA to FANO.
49. Students who are late in payment will not be allowed to attend training. Costs overages due to students delay in payments will be the responsibility of the student.
50. Air transportation should be arranged and paid by the student at their own expense to New Orleans, LA.
51. The student must bear the cost of meals during their stay in New Orleans, LA.
52. Housing and transportation is provided for a maximum of six months. Students will be responsible to make their own arrangements for housing and transportation after the completion of the sixth month.
53. Flight Academy of New Orleans will not be liable for cost overages including living costs or delays due to natural disasters, hurricanes, terrorist activity, FAA regulation changes, or any other unforeseeable event or "Act of God" that may delay the program's or increase training costs.

### CANCELLATION

54. Once training starts and the student wishes to discontinue the program there will be no refund of the installment paid.
55. The training period for the professional pilot training program is six months and may be completed in five months, however, there will be no partial refund of housing and transportation payments if the student completes before the six month period.
56. Students must attend all ground and flight lessons unless sick and then a doctor's excuse is mandatory. Any "no shows" to ground school must be made up and is charged directly to the student and is not part of the program. Any "no shows" for flight will be two hours of instructor time and one hour of aircraft time, which is again charged directly to the student and is not part of the program.
57. Any changes to the Flight Training Package will be considered as cancellation of the Flight Training Agreement between FANO and the student. Flight training, dual training, ground training, and pre/post flight briefs cannot be substituted to accommodate student's additional expenses. This means that the package expenses in one rate cannot be substituted to cover expenses in another rating, specifically when the student has extended





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the hours included in the package for that rating. The Flight Training Package is fixed, and the student hereby agrees and understands these terms and conditions.

### OTHER

58. Student hereby grants permission for possible use of his/her name and photograph for publicity and/or orientation purposes of the Program in publications, audio-visual presentations, and other related media.

### WIRE TRANSFER DETAILS

Student understands and agrees that the mode of flight training payment is via wire transfer. Bank details to be provided separately.

It is mutually understood between the parties hereto that this Agreement contains all the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto and that any modification or amendment of this Agreement will be only by written instrument signed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of FANO Representative

\_\_\_\_\_  
Name of FANO Representative

