

## PILOT TRAINING AGREEMENT

THIS PILOT TRAINING AGREEMENT is dated and effective this date \_\_\_\_\_ between **American Eurocopter LLC ("AE")**, and \_\_\_\_\_ ("Customer"), subject to the following terms and conditions.

1. Training Services: AE agrees to provide training services to Customer as outlined below:

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All training is provided in accordance with AE's standard training policies, which are published on the web site at [www.eurocoptersusa.com](http://www.eurocoptersusa.com), and are incorporated herein by reference.

2. Price/ Payment Terms: Customer agrees to pay AE as compensation for the training services as follows:

Each class will be invoiced as follows:

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All payments will be made upon receipt of invoices. Customers who do not have a trade account or an account in good standing will be required to pay for the total training costs 14 days prior to class start date. If training is scheduled within less than 14 days, then payment in full is due immediately. At the time of enrollment Customer shall submit either trade account number or a credit card in order to cover the instructor's travel expenses. Any training delays due to weather or maintenance and any flight delays not caused by AE will be billed to Customer. All training is subject to applicable insurance requirements below.

3. Off Site Training Terms: For Off-Site training, Customer agrees to pay all reasonable and necessary related expenses (air, rental car) upon receipt of invoices for such charges. All travel arrangements will be made by AE, at AE's discretion. Instructors are not authorized to use vehicles provided by Customer. It is Customer's responsibility to provide facilities for conducting ground or technical courses, at Customer's expenses. Customer may request a particular instructor, however AE will schedule instructors at AE's discretion according to availability and the needs of the training department.
4. Cancellation Policy: Cancellations made at any time for training scheduled at the customer's location will be assessed cancellation charges for airfares. To avoid tuition assessment, Customer may cancel training services on or before 10 calendar days prior to class start date. Cancellations made between 10 and 5 calendar days from class start date will be assessed a 50% charge of total fees. Cancellations received less than 5 calendar days prior to class start day will be assessed full training charges. Customer agrees to pay all cancellation charges within 10 days.
5. Flight Training Maneuvers: Any run on landings will need to be performed to a grass/ sod surface. In the event that there is no grass/ sod surface available, Customer understands and accepts that run on landings to a hard surface may cause damage to the skids. Customers requesting touchdowns to a hard surface need to provide carbide skids. AE is not responsible for any wear and tear to the landing gear. Any flight training conducted in the customer's aircraft will be at the discretion of the AE flight instructor. All aircraft must be fitted with dual controls and operating intercom system. In order to receive a certificate of training all required flight maneuvers, as per the Record of Pilot Training, have to be performed in said aircraft, including emergency procedures.
6. Insurance Requirements.
- The Customer agrees to indemnify and hold AE, its parent company, shareholders, officers, directors, employees and agents harmless for and against any and all claims, losses, liability, damage and expense arising out of or in any way connected with the use of the Customer furnished aircraft, including but not limited to loss of (including loss of use) or damage to the aircraft itself. The Customer also agrees to waive its rights of subrogation against AE. The Customer certifies that the aircraft to be used is in compliance with FAR 91, Subpart E (Maintenance, Preventive Maintenance and Alterations).
  - The Customer also agrees to have its liability insurance carrier include AE, its parent company, officers, directors, employees and agents as additional insureds with respect to legal liability and to have its hull insurance carrier waive

rights of subrogation against AE, its parent company, shareholders, officers, directors, employees and agents. It is agreed that the insurance mentioned above will be primary and non-contributory to any other insurance available to AE as an insured or otherwise. The Customer will instruct his insurer to issue a Certificate of Insurance evidencing the above before the training is to begin.

7. Force Majeure: All pilot and/or technician training, services or classes provided by AE or its instructors are subject to any delays or interruptions that are due to force majeure conditions due to causes beyond AE's reasonable control, including, but not limited to, acts of God, fire, floods, accidents, adverse weather, breakdown of machinery, illness, shortage of materials, or compliance with any law, regulation or order of a governmental agency. AE reserves the right to notify customer of the occurrence of any force majeure condition that, in its sole discretion, is the cause of such excusable delay. In the event of a force majeure condition, the services and/or classes will be extended or, if required, rescheduled for the first available opening. AE will not be liable for any costs, claims, or damages to customer or its employees arising from delays or interruptions caused by any force majeure condition.
8. Non-Transferable: This Agreement supersedes all previous agreements for pilot training. This Agreement is not assignable or transferable without written consent of AE.

**IN WITNESS THEREOF** the parties have executed this agreement as of the effective date written above.

\_\_\_\_\_  
Authorized Representative  
American Eurocopter, LLC

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Authorized Customer Representative

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Trade Account or Credit Card Number