

Indiana Pilots Club Inc. Membership Agreement

In consideration of the covenants herein contained, the Operator hereby provides aircraft to the undersigned Member, upon the terms, covenants and conditions herein set out.

A. Member acknowledges and agrees; that the aircraft is the property of the Operator; that the aircraft is in good mechanical condition; that the aircraft together with all accessories and accouterments will be returned in the same condition as when received, ordinary wear and tear excepted; that Member will not use said aircraft for any commercial purpose including the transportation of passengers or property for hire; that the aircraft will not be used for any unlawful or illegal purpose; that the aircraft will be properly secured when not in use.

B. Member agrees that no person other than the person named on this Agreement will operate the aircraft.

C. Member agrees only to use approved airports and runways, except in cases of emergency as established in the Federal Aviation Regulations (FARs).

D. Member agrees to operate the aircraft in accordance with all rules and regulations of the Federal Aviation Administration (FAA) as set out in the Federal Aviation Regulations (FARs). Member further agrees to abide by all federal, state and local ordinances and statutes applicable to the operation, and possession of aircraft.

E. Member agrees to operate the aircraft within the limitations set forth in the appropriate aircraft handbook and/or manual.

F. Member expressly acknowledges personal liability to pay Operator on demand;

1. Service and time fees computed at the applicable rate for the period of use.

2. A sum equal to the cost of all damages to the aircraft or loss of equipment of said aircraft during the period of use, provided the amount, if any, paid to and collected by the Operator from any aircraft physical damage insurance policy will be credited to and deducted from the above mentioned damage or loss, and except, no such recovery by the Operator will be credited to the Member if the loss or damage resulted from breach of this Agreement or if the Member operates the aircraft contrary to Federal Aviation Regulations (FARs) as determined by the appropriate federal or state authorities

G. Member acknowledges and agrees to carry non-owner insurance in the minimum amount suggested in the "Minimum Requirements, Insurance, Currency and Checkout" as listed on the Operator's website.

H. Member acknowledges that he is not an agent, servant or employee of the Operator.

I. Member agrees to adhere to all rules, express or implied, specified by the Operator for the care and operation of the aircraft and its premises.

J. Member agrees to immediately notify the Operator of any accidents or incidents involving the aircraft, whether or not said accident or incident results in damage to the aircraft. Member further agrees to immediately notify the Operator of any damage to the aircraft which occurs while Member has possession of said aircraft.

K. Member agrees to adhere to all "checkout" and "currency" requirements specified by the Operator (see "Minimum Requirements, Insurance, Currency and Checkout" as listed on the Operator's website).

L. Member agrees to defend, indemnify and hold Operator harmless from and against all losses, including cost and expenses, by reason of claims of any kind arising out of or in any manner connected with the possession, use and operation of the aircraft by the Member.

M. Member agrees not to tamper with or attempt to repair any part of the aircraft or its accessories.

N. It is Member's responsibility to inspect the aircraft prior to departure, and to determine it to be in acceptable and airworthy condition for the flight or trip.

O. Member understands that due to the mechanical nature of aircraft, items can stop functioning, making it impossible to continue the flight without maintenance, and realizes that the Operator accepts no responsibility for any delays that may be encountered, regardless of the reason for the problems. Operator does not attempt to guarantee "round trip" transportation to Member, or to Member's passengers, and cannot be responsible for loss of convenience.

P. If maintenance is required, Member agrees to contact Operator for authorization for any and all maintenance prior to having any performed. Operator will directly authorize any maintenance prior to the start of such maintenance. Operator may elect to send its own mechanic, or have mechanics from a facility of its choice perform any repairs. If Member allows maintenance to be performed without such authorization, Member will be responsible for the cost of such maintenance, and in addition will be responsible for any damages or losses occurring as a result of such maintenance.

Q. Member is responsible for the return of the aircraft. If Member abandons the aircraft without permission, in addition to the normal charges, Member will also be responsible for the cost of recovery of the aircraft. In all cases Member is responsible for his/her own transportation costs and any transportation costs of Member's passengers.

R. This Agreement will remain in effect for as long as Member continues to use Operator's Aircraft or otherwise be associated with the Operator.

S. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior oral or written understandings. This Agreement may be modified only in writing signed by the parties hereto. This Agreement shall be governed by the laws of the State of Indiana.

I have read this Agreement, understand its terms, covenants and conditions and agree to be bound thereby.

OPERATOR: Indiana Pilots Club Inc.

Member: _____ **Date:** _____
(Signature)

(Printed Name)

Terms and Conditions

SCHEDULING: The best way to schedule an airplane or flight lesson is to use the Operators' website. If you do not have Internet access, call **765-319-3295**. Leave a message, including the number where you can be reached. We will automatically be paged, and will return your call ASAP.

CANCELLATIONS: If you schedule an airplane and fail to show, you will be charged a minimum of one (1) hour. To cancel an airplane use the Internet or call **765-319-3295** and leave a message!

PILOT & MEDICAL CERTIFICATES: You must hold a valid Pilot Certificate and a current Medical Certificate.

MEMBERSHIP AGREEMENT: You must be a club member and have a signed Membership Agreement on file in order to use the Club's aircraft. There are 3 types of memberships, Flying Squirrel (14-18 years of age), Regular and Associate.

FLIGHT INSTRUCTION: Flight Instruction by anyone other than Operators approved personnel is prohibited.

MINIMUM REQUIREMENTS, INSURANCE, CURRENCY and CHECKOUT: See the schedule page on the website for all the minimum requirements including insurance, checkout and currency.

RIGHT OF REFUSAL: Operators reserve the right to refuse to let anyone fly an aircraft for any reason.

CARE & MAINTENANCE: You are expected to extend the same care to our airplanes that you would your own. Absolutely **NO SMOKING** in the airplanes. No pets in the airplanes. Please clean the windshield, debug the leading edges and clean out the inside of the airplane after your flight.

MINIMUM CHARGES: The minimum charge for an aircraft scheduled for 12 hours or more is 2 hours for every 24 hours scheduled. Certain restrictions may apply to "trainer" aircraft. The minimum charge for an instructor is 1 hour.

PAYING FOR FUEL: You can fuel wherever and whenever you need. Fuel may be placed on our club account at preferred airports; call for specifics. If you do not use one of the preferred airports, or for example are on a cross-country, you will be responsible for purchasing the fuel yourself. **Be sure to save the receipts!!** Then when paying your monthly bill, mail us the **original** receipts and deduct the fuel purchases (**maximum of \$_____ per gallon**) from your bill. **Receipts older than 90 days will NOT be honored!**

AIRCRAFT SQUAWKS AND MAINTENANCE PROBLEMS: Write on aircraft time sheet and send an email to Operator or call **765-319-3295** and leave a message. Please let us know, no matter how small the problem.

APPROVED AIRPORTS: The airplanes shall only be operated on FAA approved and designated airports. Operation of the airplanes on gravel shall be avoided.

FEDERAL, STATE AND LOCAL LAWS: All members shall abide by and comply with all FAA regulations, state and local laws, Information contained in the Airman Information Manual (AIM), local airport rules and information found in the Pilots Operating Handbook (POH) and Aircraft Manual.

DAMAGE RESPONSIBILITY: You are responsible for any damage that occurs to the airplane while it is in your possession. See "Minimum Requirements, Insurance, Currency and Checkout" on Operators website for a listing of exactly what our minimum requirements are. Note that each airplane has a MINIMUM non-owner insurance requirement.

AIRCRAFT REPAIR POLICY: Do not tamper with or attempt to repair any part of the aircraft or its accessories. It is the Member's responsibility to inspect the aircraft prior to departure, and to determine it to be in acceptable and airworthy condition for the flight or trip. Operators accept no responsibility for any delays that may be encountered, regardless of the reason for the problems. Operators do not guarantee "round trip" transportation to Member, or to Member's passengers, and cannot be responsible for loss of convenience. If maintenance is required, contact Operator at **765-319-3295** for authorization prior to having anything done. One of our representatives will directly authorize any maintenance prior to the start of such maintenance. We may elect to send our own mechanic, or have mechanics from a facility of our choice perform the repairs. If Member allows maintenance to be performed without such authorization, Member will be responsible for the cost of such maintenance, and in addition will be responsible for any damages or losses occurring as a result of such maintenance. Member is responsible for the return of the aircraft. If Member abandons the aircraft without permission, in addition to the normal rental charges, Member will also be responsible for the cost of recovery of the aircraft. In all cases Member is responsible for his/her own transportation costs and any transportation cost of Member's passengers.

AIRPORT OF YOUR CHOICE: We will bring any of our aircraft to the airport of your choice. You will be charged for the hobbs time required to move the aircraft. There is no charge for the pilot's time, and no minimum flight time requirement.

CREDIT/BILLING AGREEMENT

PAYING YOUR BILL

There are several ways that you can pay your bill.

1. You can pay as you go by depositing money on your account.
2. You can pay on-line.
3. You can have us automatically charge your credit card.
4. You can have a credit card on file with us and we will wait to hear from you before charging it.
5. You can send us a check after you receive your monthly statement.

FILL IN YOUR CARD INFORMATION IF YOU WANT US TO AUTOMATICALLY CHARGE YOUR CARD OR IF YOU WANT US TO PUT YOUR NUMBER ON FILE:

Do you want us to automatically charge your credit card? _____

CREDIT CARD TYPE (MC, VISA, DISCOVER, AX) NAME ON ACCOUNT: _____

ACCOUNT # _____ **EXPIRATION DATE:** _____

I agree to pay my account in full no later than the 10th of the month following the month in which charges were made. If I do not pay my account in full as agreed, I hereby authorize the Operators, or their designated Representative, to charge the full amount to my credit card listed above. If I should default on my account, I agree to pay all collection/attorney/court fees, plus interest. I further agree to notify the Operators upon the expiration or cancellation of the above credit card. My signature on this document authorizes the Operators or their representatives to make any inquiries necessary so that I may establish a line of credit. I understand that my line of credit will be granted or denied solely on my credit references, record of payments and my ability to pay. I understand that my credit limit may change based on my record of payment and other pertinent data.

OPERATORS (Operators): Flight Training Centers LLC & Indiana Pilots Club Inc.

Member: _____ **Date:** _____
(Signature)

(Printed Name)