



OCFC
FLIGHT TRAINING AGREEMENT

Domestic Students Only

Choose One Or More of the following Training Program/s

- PRIVATE/○ INSTRUMENT/○ COMMERCIAL/
- MULTI-ENGINE-PRIVATE/○ MULTI-ENGINE-COMMERCIAL
- CERTIFIED FLIGHT INSTRUCTOR/ ○ CERTIFIED FLIGHT INSTRUCTOR-INSTRUMENT
- Airline Pilot Program/ Airline Transport Program

BY AND BETWEEN

Orange County Flight Center, Inc. ("OCFC")

And

(Name of the Student) _____ ("Student")

(Address of Student): _____

I. **Flight Training General Statement:** This document constitutes a flight-training agreement by and between OCFC and the Student concerning the obligations and mutual understanding of both parties that shall include OCFC's responsibilities to provide flight training hours per FAA approved Part 141 syllabus and as per Exhibit 'A' attached hereto and which is fully incorporated herein by that reference by OCFC.

II. **FLIGHT TRAINING PROGRAM AND MUTUAL COVENANTS:**

A. **Flight Training:** OCFC agrees to provide the flight training services under Federal Aviation Administration (FAA) Regulations per part 141 approved syllabus provided to every student upon enrollment. Flight training services will be conducted at John Wayne Airport located at 19531 Campus Drive, #4, Santa Ana, CA 92707. It is understood that at all times every student enrolled at OCFC shall follow Standard Operating Procedures (SOP) established by OCFC which will be delivered to the student after enrollment in a flight training program. Student must acknowledge receipt of an aircraft rental agreement and SOP in writing and execute the release of liability contained therein before the student is allowed access to any

Student Initials: _____

instruction or aircraft. At all times FAA regulations shall supersede OCFC established policies and procedures.

- B. Duration of Each Program:** Except for the Airline Pilot Program, Airline Transport Program, English Language Program, each of the training program individually is estimated to be completed within 10 to 12 months depending upon training frequency and commitment by a student. An estimate of training hours required to complete various levels of training is shown in Exhibit 'A-1 through 'A-4'" attached hereto. OCFC will be responsible for providing the student with all the available resources to complete the training program applied for by the student in a timely manner and will provide oversight to student's progress through completion of the program.
- C. English Language Requirement:** Every student enrolled at flight training in addition to other requirements must be able to read, write, speak understand and converse in English language. Only after review of a student's English proficiency shall a certified Flight Instructor recommend a student for Student Pilot License (SPL) from the FAA. For details go to https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_60-28B.pdf.
- D. Ground School:** Designated Certified Flight Instructor at OCFC use simple and effective ground school training methods that will ensure that every student acquires the knowledge to pass the FAA written and practical tests with ground school lessons, and pre & post flight reviews, before and after every flight. OCFC students may also participate in self-paced computer-based ground school program developed exclusively for Cessna by the experts at Kings School. The web-based program is designed to provide a student with knowledge, skills and confidence to embrace a future in aviation and provides everything a student needs to pass his test and obtain his licenses and certifications. Additionally, OCFC is a "Flight lab" for Orange Coast College aviation courses, where student may participate in ground school in a classroom setting and obtain their Associate degree in Aviation.

- E. **Flight Training Costs and Expenses:** Federal aviation regulations mandate the required hours for each certificate and ratings. The total cost of each training program varies and is determined by the hours required by individual student to receive instruction and complete their training program as is outlined in Exhibit 'A-1 through A-4' and corresponding aircraft rental rates as is outlined in Exhibit 'B' attached hereto and which will be charged at the current Aircraft rental and Instruction rates found therein and incorporated herein by that reference. Furthermore, student payments to third parties such as TSA, FAA test fees, FAA check ride fees, FAA medical Test fees, and student pilot/renter's insurance costs, lodging and boarding are not included in instruction and aircraft rental rates outlined in Exhibit 'A' and/or 'B'.
- F. **No Advance Payment Required:** Training fees are paid as the training is provided and no advance payment from a student is required. Students may participate in block rate payments (See Exhibit 'C' attached hereto) in which block rate credits are offered, however no such payment shall exceed \$2500.00. Payment of training fees may be made by cash, credit card, debit card or such other method of payment acceptable to OCFC. A convenience fee of 2.5% will be charged on ALL credit card transactions.
- G. **California Education Code § 94874:** Pursuant to CAL. EDU. CODE § 94874j(1) & (2), OCFC does not require students to enter into any written or oral contract of indebtedness **AND** OCFC does not require or accept prepayment of instruction related cost in excess of \$2500.00 at any given time in the State of California and as such lumpsum fees stated or described herein or in any of OCFC promotional materials including OCFC web-site and other publications ***will not apply to students enrolled in or training in any of the OCFC location/s within the State of California.***
- H. **Sponsored/Financed Students:** Currently OCFC does not provide any financing to students beyond pay as you go and periodic monthly payment. However, nothing contained in this agreement shall prevent any student participating in an aviation program at any School, College or University or corporate entity

from being sponsored or financing their flight training at OCFC by making a payment in full and in advance by their sponsoring school/entity or financial institution. For students availing of outside financing and/or being sponsored by any corporate entity/school or college funding and such other outside financing Rate Sheet Option 'F' applies as is attached hereto as Exhibit 'D'. Please note any refunds of unused funds under this category will be made directly to the sponsoring/financing entity.

- I. **Flight Training Lab:** OCFC is a flight training lab and/or a training partner for various School/Collegiate aviation degree programs such as Liberty University through their affiliate program and Orange Coast College as a flight lab. Nothing contained herein limits OCFC from receiving and/or accepting funding from scholarships, internships from flight training partners, affiliates to train a student participating in their professional flight training programs.
- J. **Flight Training Escrow Account:** Nothing contained in this agreement shall be construed as a contract of indebtedness nor does it prevent any student at their discretion and interested in completing their flight training expeditiously at OCFC to open an escrow account and avail of lumpsum payment discounts and other discounted training programs offered from time to time and universally made available to international students and students in other states as long as payments to OCFC complies with CAL. EDU. CODE § 94874j(1) & (2).
- K. **Rate of Progress:** The planned training times listed in our FAA approved training syllabus are the averages at John Wayne Airport which is a busy airport in high density airspace that has a mix of airline and general aviation traffic. Student understands that actual training time depends on training frequency, student's financial ability to support training cost and expenses, student's personal conduct, background, age, health, motivation and ability to study and retain information and which will impact program cost and duration and will be student's responsibility.

L. **FAA Requirements:** The flight training programs designed by OCFC is a proficiency-based program and meets or exceeds the requirements of FAR Part 141. Only PPL, IR, CPL,____ courses as listed in Exhibit 'A' have received FAA part 141 approval. OCFC's objective is to train a student to be in compliance with FAA regulations, be proficient, safe and exemplary. While OCFC does not and cannot guarantee a job in the industry, OCFC's SOP's prepare a student to become a world class pilot and prepares a student to qualify to compete and be employed as a professional commercial pilot.

M. **Weather conditions and maintenance:** While excellence is our standard, Safety is our number one priority. Student understands that unexpected delays will occur in training due to unsafe weather conditions and cancellation of scheduled flights due to unscheduled and scheduled maintenance of our aircraft. OCFC will make every reasonable effort and arrange to provide a student with an alternate aircraft or substitute instructors if and when a need arises and becomes necessary.

III. **INSURANCE:**

A. OCFC carries liability insurance to cover personal injuries or death or any property damage which may occur as a result or in connection with the performance of this agreement except in those cases due to gross negligence or by violating any FAA regulations and or OCFC SOP's by a student. Similarly, all of OCFC training partners around the country and in training locations around the world are required to obtain and keep in force during the terms of this agreement liability insurance which shall include contractual liability, premises damage liability and personal injury and property liability.

B. It shall be a student's responsibility to carry any accidental death and disability insurance, health insurance and any other type of insurance such as renter's insurance. Student acknowledges that OCFC does not provide insurance for the benefit of the student.

IV. TERMINATION AND ANNUAL RENEWAL:

- A. This agreement shall be effective on the date signed and will remain in effect until the completion of training not to exceed 16 months. Student understands that if he/she desires to continue training after the expiration of 16 months then he/she shall have to execute a new or revised agreement.
- B. It is understood that either party may terminate this agreement with a prior 30-day notice in writing and delivered to the other party by certified mail or by personal delivery. A fee of U.S. \$2500.00 shall be charged to the student, if the student terminates this agreement without good cause.

V. CHOICE OF LAW:

The laws of the State of California shall govern this Agreement, including but not limited to its validity, construction, performance and enforcement, without regard to any choice of law or conflict of law's provisions and provided that federal law, including but not limited to the regulations of the FAA, shall govern where applicable. Should either party institute any legal action to enforce the obligation/s contained herein, it is agreed that the proper venue of such lawsuit or action shall be the Superior court of the State of California sitting in Orange County, California or the federal district court for the Southern district of California and each party hereby consents to personal jurisdiction and venue stated herein.

VI. ENTIRE AGREEMENT:

OCFC and the student agree that this agreement is a fully integrated document and contains all of the terms and conditions agreed upon by and between the parties in connection with the flight training desired by the student. Student acknowledges and agrees that OCFC has made no oral promises or representations in connection with the flight training program which are not contained herein, and that the student has not relied upon any such promise or representation in executing this agreement and this agreement is the entire agreement by and between the parties hereto.

AGREED AND ACCEPTED BY STUDENT:

_____ Date: _____
Student's Name Student's Signature

Signature of Parent (Parent/Guardian must sign for minors)

_____ _____
Phone Number Email

FOR ORANGE COUNTY FLIGHT CENTER:

_____ _____
Name: Signature

_____ _____
Title: Date:

_____ _____
Phone: Email:

Student Initials: _____

EXHIBIT 'A-1'
PER FAA REGULATIONS
FLIGHT TRAINING AND
REQUISITE TRAINING HOURS

*PRIVATE PILOT TRAINING PROGRAM (PPL)		
Aircraft	Dual Instruction	Pre & Post flight Review
40 hrs.	20 hrs.	Not required

*INSTRUMENT RATING (IFR)		
Aircraft/simulator	Dual Instruction	Pre & Post flight Review
20	15 hrs.	Not required.

*COMMERCIAL PILOT SINGLE ENGINE TRAINING (CPL)		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
250 cumulative hrs.	20 hrs.	Not required.

*CERTIFIED FLIGHT INSTRUCTOR (CFI)		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
15 hrs..	15.0 hrs.	Not Required

*CERTIFIED FLIGHT INSTRUCTOR WITH INSTRUMENT RATING (CFII) Plus Ground Training		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
9 hrs.	9 hrs.	16 hrs. ground

* MULTI-ENGINE ADD-ON TO PRIVATE		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
17.8 hrs.	17.8 hrs.	15.8 hrs.

*MULTI-ENGINE ADD-ON TO COMMERCIAL		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
17.8 hrs.	17.8 hrs.	15.8 hrs.

* Actual training time differs and depends upon individual student's background, age and motivation, reasonable knowledge and preparation.

Student Initials: _____

Exhibit 'A-2'
PART 141
PRESCRIBED TRAINING PROGRAMS AND
REQUISITE TRAINING HOURS
AT ORANGE COUNTY FLIGHT CENTER
PER FAA APPROVED PART 141 SYLLABUS

*PRIVATE PILOT TRAINING PROGRAM (PPL)		
Aircraft	Dual Instruction	Pre & Post flight Review
65 hrs. of which 10 hrs solo	55 hrs	35 hrs

*INSTRUMENT RATING (IFR)		
Aircraft/simulator	Dual Instruction	Pre & Post flight Review
26/21 hrs.	47 hrs.	22 hrs.

*COMMERCIAL PILOT SINGLE ENGINE TRAINING (CPL)		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
120	57 hrs.	27 hrs.

*CERTIFIED FLIGHT INSTRUCTOR (CFI)		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
27 hrs.	21 hrs.	63 hrs.

*CERTIFIED FLIGHT INSTRUCTOR WITH INSTRUMENT RATING (CFII) Plus Ground Training		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
9 hrs	9 hrs.	16 hrs. ground

* MULTI-ENGINE ADD-ON TO PRIVATE		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
22 hrs.	22 hrs.	18 hrs.

*MULTI-ENGINE ADD-ON TO COMMERCIAL		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
25 hrs.	25 hrs.	18 hrs.

* Training hours for each of the programs have been rounded up and it does not include actual time required to complete ground school and to take the FAA written test. Actual training time differs and depends upon individual student's background, age and motivation, reasonable knowledge and preparation.

Student Initials: _____

Exhibit 'A-3'
PART 61
PRESCRIBED TRAINING PROGRAMS AND
REQUISITE TRAINING HOURS
AT ORANGE COUNTY FLIGHT CENTER
PER OCFC PART 141 SYLLABUS

*PRIVATE PILOT TRAINING PROGRAM (PPL)		
Aircraft	Dual Instruction	Pre & Post flight Review
65 hrs. of which 10 hrs. solo	55 hrs.	35 hrs.

*INSTRUMENT RATING (IFR)		
Aircraft/simulator	Dual Instruction	Pre & Post flight Review
26/21 hrs.	47 hrs.	22 hrs.

*COMMERCIAL PILOT SINGLE ENGINE TRAINING (CPL)		
250 Cumulative flight hours		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
24	19 hrs.	13 hrs.

*CERTIFIED FLIGHT INSTRUCTOR (CFI)		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
27 hrs.	21 hrs.	63 hrs.

*CERTIFIED FLIGHT INSTRUCTOR WITH INSTRUMENT RATING (CFII) Plus Ground Training		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
9 hrs.	9 hrs.	16 hrs. ground

* MULTI-ENGINE ADD-ON TO PRIVATE		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
22 hrs.	22 hrs.	18 hrs.

*MULTI-ENGINE ADD-ON TO COMMERCIAL		
Aircraft time/hours	Dual Instruction	Pre & Post flight Review
25 hrs.	25 hrs.	18 hrs.

* Training hours for each of the programs have been rounded up and it does not include actual time required to complete ground school and to take the FAA written test. Actual training time differs and depends upon individual student's background, age and motivation, reasonable knowledge and preparation.

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Exhibit "A-4"

MULTI ENGINE INSTRUCTION & RENTAL RATE

PART 61 MULTI-ENGINE RATING 'M1'

Private Pilot/Commercial

This program is for students who want to add a Multi-Engine Rating to their current Private or Commercial Pilot's License:

Part 61 requirement	Hours	Cost
Total flight Time	18 hrs.	\$ 6,930.00
Plus Ground	8 hrs.	\$ 1000.00
Plus Pre & Post Flight Briefing	8 hrs.	\$ 1000.00
Redbird	FREE	Total Cost: \$8930.00

PART 141 MULTI-ENGINE RATING 'M2'

Private Pilot

This program is for students who want to add a Multi-Engine Rating to their current Part 141-Private Pilot's License:

Part 141 requirement	Hours	Cost
Total flight Time:	23 hrs.	\$ 8,855.00
Day	19 hrs.	Included
Night	4 hrs.	Included
Plus Ground Training	8 hrs.	\$ 1000.00
Plus Pre & Post Flight Briefings	10 hrs.	\$ 1250.00
Redbird	FREE	Total Cost: \$ 11,100.00

PART 141 MULTI-ENGINE RATING 'M3'

Commercial Pilot

This program is for students who want to add a Multi-Engine Rating to their current Part 141-Commercial Pilot's License:

Part 141 requirement	Hours	Cost
Total flight Time:	25 hrs.	\$ 9,625
Day	23 hrs.	Included
Night	2 hrs.	Included
Plus Ground Training	8 hrs.	\$ 1,000.00
Plus Pre & Post Flight Briefings	10 hrs.	\$ 1,250.00
Redbird	FREE	Total Cost: \$ 11,875.00

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PART 141 MULTI-ENGINE COMMERCIAL RATING 'M4'

This program is for students who want to get his Commercial License in a Multi-Engine Aircraft.

Part 141 requirement	Hours	Cost
Total flight Time:	120 hrs.	\$ 46,200.00
Dual:	55 hrs.	\$ 6,875.00
Day	48 hrs.	Included
Night	7 hrs.	Included
Solo:	65 hrs.	Included
Single Engine	55 hrs.	Included
Multi-engine day cross country	5 hrs.	Included
Multi-engine night cross country	5 hrs.	Included
Multi-engine solo	10.0	Included
Redbird	FREE	Total cost: \$53,075.00

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Exhibit "B"

Aircraft Rental Rates/hr.

Multi-Engine Aircraft				
Year	Make & Model	N Number	Features	Rate/hr
1969	Cessna 310P	N586JR	Garmin 750, Bendix/King, Autopilot	\$385.00
Single Engine Glass Cockpit Aircraft				
Year	Make & Model	N Number	Features	Rate/hr
2021	Cessna 172S	N916RR	Garmin G1000 PFD and MFD, Synthetic Vision, Weather, Traffic, Terrain, Altitude Hold Auto Pilot	\$250.00
2021	Cessna 172S	N916UT	Garmin G1000 PFD and MFD, Synthetic Vision, Weather, Traffic, Terrain, Altitude Hold Auto Pilot	\$250.00
2006	Cessna 172 SP	N1129K	Garmin G1000 PFD and MFD, Weather, Traffic, XM Radio, Terrain, Altitude Hold Auto Pilot	\$210.00
2005	Cessna 172S	N227WC	Garmin G1000 PFD and MFD, Weather, Traffic, King KAP 140, Terrain, Altitude Hold Auto Pilot	\$210.00
2005	Cessna 172S	N952JA	Garmin G1000 PFD and MFD	\$210.00
Single Engine Aircraft (Non-Glass)				
Year	Make & Model	N Number	Features	Rate/hr
2003	Cessna 172 SP	N53614	King Digital, KLN 94 GPS, MFD Color Moving Map, Altitude Hold Auto Pilot	\$202.50
1998	Cessna 172 SP	N363SP	KLN 94 GPS, KX 155A, MFD Color Moving Map, Altitude Hold Auto Pilot	\$202.50
1978	Cessna 172N	N739HS	MX170B, NARCO AT 165, 40° Flaps, KX 155 TSO	\$179.50
1977	Cessna 172N	N734XX	KX180B, KLN89B, 40° Flaps,	\$179.50
1977	Cessna 172N	N733HA	GNS 430, MX170B, 40° Flaps,	\$179.50
1973	Cessna C172M	N57BM	NGNS 430, Garmin GPS, 40° Flaps, KX155 TSO	\$179.50
Flight Simulator				
	REDBIRD			\$115.00
Instruction				
Program I: Private				\$85.00
Program II: Instrument/Advanced				\$90.00
Program III: Commercial				\$95.00
Program IV: Multi Engine				\$125.00

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Exhibit "C"

BLOCK RATE PROGRAM COMPLETION DISCOUNT CREDIT

Aircraft/Instruction (USA-Domestic)

Rate Sheet 'B' (Effective: 05/01/2022)

Block Rate will be defined as discount credits made available only to students who are committed to completing their training program AND make payments in blocks of \$1500.00 each and which will be applied towards Aircraft rental/Instruction charges described in Pay as You Go & Rate Sheet "A". A \$150 Block rate discount credit will be issued on each \$1500.00 block payment. Block rate discount credit is applied towards Program completion only and any unused portion of all funds paid and credited must be flown off. There will be no refund of block rate credit issued or deposits made under Rate Sheet "B" under any circumstances as such discount credits are only offered to those students intending to complete the signed for training program.

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Exhibit "C-1"

BLOCK RATE PROGRAM COMPLETION DISCOUNT CREDIT

Aircraft/Instruction (USA-Domestic)

Rate Sheet 'B' (Effective: 05/01/2022)

Block Rate Credit ("BRC") is a program completion credit and given is to students who deposit \$1,500.00 at a time and is applied towards program completion only. What that means is that "BRC" is not redeemable in cash as these are credits provided by CFC towards program completion AND can only be applied towards the cost of flight training and aircraft rental. Furthermore, "BRC" is never to be applied to negative accounts. Any monies paid should first be applied to bring an account to positive or zero and only after which a student will be eligible for "BRC". What does this mean? If, for example, a student on the day of the flight is either negative, zero balance or has a balance that is positive, but if he flies that day without pre-paying on his account and his account will become negative, he must pay up before the day ends. However, If an account is left negative overnight then no "BRC" will be applied until his account is zeroed out or is brought current. Please note, from here onward we will have zero tolerance to negative accounts which means a renter or student cannot fly or an aircraft SHALL NOT BE DISPATCHED without an account being current or in positive status. Effective immediately, CFC will not dispatch an aircraft when the renter has accumulated a negative account. The dispatcher who dispatches an aircraft when there is an outstanding balance shall be personally responsible and held liable for the negative account in an amount equal to the resultant negative amount at least until the account is brought current by the renter/student. If for some reason inadvertent an account becomes negative, it must be brought to a zero status or positive within seven days from the date the account becomes negative, failing which either the student and/or the dispatcher will have to assume full responsibility for the losses incurred by OCFC.

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Exhibit "C-2"

BLOCK RATE PROGRAM COMPLETION DISCOUNT CREDIT

Aircraft/Instruction (USA-Domestic)

Rate Sheet 'B' (Effective: 05/01/2022)

1. Active School/College student.
2. Women in Aviation Discount to: Members of Ninety niners, Girls with Wings, Society of Women, Women in Corporate Aviation.
3. Members of Civil Air Patrol, Law Enforcement, Fire department and Military.
4. U•S Veterans.

A 15% Course Completion Discount "CCD" discount will be credited to an account after an enrolled student completes 40 hours of flight training. "CCD" are course completion credits and are not redeemable in cash or checks or refunds. "Course Completion Discount Credits "CCDC" are only redeemable for flight training/instruction and/or aircraft rental at OCFC related activities and at any and all CFC training/charter facilities and affiliated institutions throughout the United States. In the calculation of "CCD" the actual monies spent by the student towards any flight training programs offered by OCFC is taken into account. This will not include any Block rate credits given to any enrolled student as Block Rate credits. Meaning that "CCDC" equals 15% of ALL cash payments made by an enrolled student minus any block rate credits given to the student. In effect any student enrolled as 1-4 above at the time of enrollment is eligible for a total of about 25% in discount credits which includes Block rate credits (10% for funds deposited in excess of \$1500.00) plus Course Completion Discount credits. Furthermore, it is imperative that an enrolled student maintain their status as members of 1-4 above at all times during their flight training at OCFC. Any student not enrolled as such at the time of enrollment will not be eligible for "CCDC" under any circumstances.

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Exhibit 'D'

FULL TIME AIRLINE PILOT PROGRAM PART 141-DOMESTIC STUDENTS Rate Sheet Option "F"

Single Engine Airline Pilot Program starting with Zero Experience	
Private Pilot Program:	*\$ 21,300
Instrument Rating Program:	*\$ 11,670.00
Commercial Pilot Program:	*\$ 33,340.00
Certified Flight Instructor: CFI	* \$ 13,650.00
Certified Flight Instructor Instrument: CFII	* \$ 6,040.00
Total Program Cost/Tuition	*\$ 86,000
* Includes 20 hr. Simulator time	
Non-Tuition related expenses	
TSA Registration	\$130.00
Fingerprinting	\$100.00
FAA Medical Exam	\$150.00
FAA records and Scheduling	320.00
Course Materials and Books	1200.00
Kings Online Access	Included
FAA written Exam	\$165.00
FAA Check Ride	\$800-\$1200
Total Non-Tuition related expenses	\$ 1,665.00 approximately.
<i>Optional</i> : Multi-Engine Commercial Rating	\$ 14,335.00
<i>Optional</i> : Housing and Transport	\$750.00-\$1,200.00/month

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