

# Policies

**Pilot Rise, LLC**

Updated 09.08.2023

## **General Definitions:**

Client: You

PIC: Pilot in Command per CFR 14

Operator: Pilot Rise, LLC

Approved Instructor: Certified Flight Instructor who is approved by Pilot Rise, LLC

[Billing](#)

[Aircraft Policies](#)

[Scheduling](#)

[Buildings and Security](#)

[Transient Policies](#)

[Miscellaneous](#)

Changes or Additions are **highlighted in yellow**. Previous version: 08.24.2023.

# Billing

## **Payment Due:**

Client payments shall be remitted to the Operator upon receipt, immediately after each lesson or flight.

## **Payment Methods:**

Accepted Payment Methods:

- Credit or Debit Cards (2.9% surcharge may apply)
- Cash
- Check
- Venmo

All payment methods are subject to change, and any revisions will be communicated to Clients accordingly.

## **Chargebacks & Refunds:**

Chargebacks and refunds for services and products provided are strictly prohibited. In the event of a chargeback, the Client shall be invoiced for the regular bill and billed at standard market rates for the processing and handling of the chargeback by the Operator.

## **Cards on File:**

The Client hereby authorizes the Operator to retain a payment card on file and consent to charge the said card for any applicable fees and rental charges. It is imperative to note that the security of such card information is maintained in compliance with Payment Card Industry (PCI) standards.

## **Account Balances:**

Clients are recommended to maintain an account balance of at least \$1,500.00. Depending on the balance on account, clients will be charged varying rates for aircraft rental, subject to changes in the recommended minimum balance.

The Operator is under an obligation to provide refunds for any unexpended balance in the account, excluding amounts applied towards services, products, or fees. However, such refunds may be reduced by the amount of any applicable fees. In the event that funds are withdrawn from the account before the completion of the training for which the account was intended, an early termination fee may be imposed.

**Charges and Fees:**

The Operator may charge the client for:

- Aircraft rental at the Operator's rental rates. The rates are subject to change, but the Operator will inform the Client of price changes before their reservation if the rental rates have changed.
- Instructor charges. The operator will collect their fee. Instructor charges begin at the start of the lesson or the scheduled lesson time (whichever comes first), and end when the lesson ends.
- Any damages caused by the Client.
- Any legal fees due to the Client.
- Any landing fees, ramp fees, or any other fees at any airport due to the usage of the aircraft by the Client.
- Any fees charged by the Operator for not following a policy or compromising safety.
- Early termination fee for ending training prior to completing your certificate.

**Fees:**

All fees and charges mentioned in this agreement are subject to change without prior notice.

Our latest pricing and fees are posted on the Pilot Rise website here:

<https://pilotrise.com/detailed-prices/>. Active clients will be informed of any changes to fees and prices before a scheduled flight or lesson.

**Electronic Payment Release:**

The Client acknowledges and understands that when using Venmo or any other electronic payment method, it is their sole responsibility to enter the correct recipient's handle or account. In the event that the Client erroneously sends a payment to an incorrect recipient, the Operator shall not be held responsible for any losses or damages, financial or otherwise, that the Client may incur as a result.

The Client, by accepting this agreement, releases and forever discharges the Operator, its agents, employees, or any parties acting on its behalf, from any and all actions, claims, suits, liability, or demands whatsoever that may arise as a result of sending electronic payments to incorrect recipients.

This release includes but is not limited to, any claims of negligence, breach of contract, or breach of any statutory or other duty of care.

# Aircraft Policies

## **Insurance:**

The Operator maintains an insurance policy providing the Client liability coverage limited to \$100,000. This coverage may only be executed at the discretion of the Operator's underwriter. It is essential to understand that the aircraft has physical damage coverage, but Pilot Rise, LLC is listed as the named insured on the insurance policy. In certain cases, the insurer may seek reimbursement from a Client if their actions lead to damage to the aircraft.

As part of the terms and conditions for using our services, all Clients are required to bear the insurance deductible, which is set at \$1,000, if a claim is filed and the Client is found responsible for the damages, as outlined in this agreement.

## **Renter Insurance:**

All individuals acting as the Pilot in Command (PIC) in accordance with Code of Federal Regulations (CFR) Title 14 must possess a renter insurance policy. This policy should meet the minimum requirement of \$35,000 for physical damage coverage, applicable to all aircraft used in the operations.

Please note that only insurance policies underwritten and provided by Global or AIG will be accepted by the Operator. Policies from other insurance providers will not fulfill the compliance requirements outlined in this provision.

You can get a Global Rental Insurance Policy online here in under five minutes:

<https://aviationinsuranceexperts.aero.insure/dtm/home/pno/us>

## **Aircraft Checkouts:**

Prior to acting as the Pilot in Command (PIC) for any aircraft managed by the Operator, the Client must undergo a checkout flight tailored to the specific aircraft type. Instrument privileges also require the completion of an instrument checkout. All checkouts are conducted in accordance with the Operator's established standards.

## **Approved Instructor:**

For the purpose of this agreement, an 'Approved Instructor' refers to a Certified Flight Instructor (CFI) who has received explicit approval from the Operator to provide flight or ground instruction within the Operator's aircraft and premises. Absent written authorization to the contrary, no CFI is permitted to act as a ground or flight instructor within or on any of the Operator's property, rented property, or managed aircraft.

**Pilot Currency:**

The Operator retains the right to require the Client to undergo a proficiency check before assuming the role of the Pilot in Command (PIC). Such a proficiency check shall encompass three takeoffs and landings under the instructional supervision of an Approved Instructor. The necessity for these checks usually arises when a Client has abstained from flying any of the Operator's aircraft or any aircraft at all for an extended period, usually spanning multiple months or more.

**Photo ID:**

The Client shall be obligated to possess a valid USA Government-issued Photo ID that meets the requirements set forth in CFR 14 for the document type during the entirety of any flight conducted in the Operator's aircraft.

**US Citizens:**

The Client hereby attests to their status as a United States Citizen and solemnly undertakes to furnish valid proof thereof, as mandated by 49 CFR Part 1552, prior to commencing any flight training. Any exceptional cases deviating from the aforementioned requirement may be considered by the Operator solely upon receipt of written approval from its management.

**Pilot Documents:**

The Client, in their capacity as the Pilot in Command (PIC), shall ensure the possession of current and valid pilot and medical certificates, Flight Review endorsements, Instrument Proficiency Checks (if applicable), Photo ID, Proof of US Citizenship, and any other requisite documents as prescribed by 14 CFR to authorize their PIC role while availing aircraft rental services from the Operator. Moreover, The Client undertakes to promptly provide any updated or new documents to the Operator, thereby enabling the Operator to maintain an accurate and comprehensive record of said documents on file.

**Aircraft & Instructor Scheduling:**

The Client shall be entitled to request scheduling of aircraft rental and instruction through any Approved Instructor. The privilege of directly scheduling aircraft via our online system is granted solely to Clients who have obtained approval to serve as the Pilot in Command (PIC) of an aircraft, strictly adhering to all policies and procedures delineated by the Operator.

For Clients seeking to avail themselves of the option to manually schedule flights through our online system, it is imperative that they are duly authorized and approved to act as PIC of the aircraft, in full compliance with all policies and procedures mandated by the Operator.

**Aircraft Rental Minimums:**

All scheduled flights are subject to hourly rental minimums. In cases where reservations extend beyond 8 hours, the rental minimum requirement shall be 3 hours per 24-hour period.

**Passenger Rules:**

The Client, when acting as PIC, shall ensure that their passengers have duly completed the Operator's waiver accessible at the following link:

<https://sign.pilotrise.com/public/esign/?agreement=waiver>. It is the sole responsibility of The Client to oversee this requirement.

Additionally, The Client shall be held accountable for their passengers' conduct throughout the entirety of the flight. In the event that a passenger causes damage or engages in theft, The Client shall be held financially liable for reimbursing the Operator for the resulting damages.

**Operating Handbooks:**

The Client must follow the operating handbook for each aircraft.

**Checklists:**

The Client must follow the quick checklist provided by the operator for each aircraft, unless the operating handbook conflicts, in which case, the operating handbook prevails.

**Paperwork:**

The Client must consent to the aircraft rental agreement prior to utilizing any of the Operator's aircraft. By doing so, The Client expressly permits the Operator to retain a copy of their unexpired Driver's License, a Credit Card, Pilot Certificate, Passport, Birth Certificate, Medical Certificate, and/or any other necessary paperwork on file. Furthermore, The Client authorizes the Operator to charge their Credit Card for any outstanding balances owed.

Moreover, the Operator retains the right to request and securely maintain any requisite documents essential for training purposes. It is hereby guaranteed that the Operator shall never engage in the sale or trade of any personal information pertaining to The Client with any third party without The Client's explicit consent.

**Regulations:**

The Client shall strictly adhere to all applicable FAA Regulations and any other relevant regulations governing the operation and use of the aircraft.

**Key Return and Liability for Aircraft Items:**

The Client is obligated to promptly return all keys utilized for any flight upon completion of said flight. Failure to comply with this requirement will incur a fee.

Furthermore, The Client shall be held financially responsible for any loss, theft, or damage caused to aircraft, aircraft documents, materials, provided headsets, aircraft supplies, office supplies, or tools. This responsibility extends to instances of purposeful damage or negligence.

In such circumstances, The Client shall be liable for the full cost of replacing or repairing the affected items or equipment as per the prevailing market rates or repair expenses incurred by the Operator.

**Towing:**

Pursuant to the present agreement, no client shall undertake the removal or pushing of an aircraft into a hangar unaccompanied by a duly Approved Instructor, except upon successful completion of requisite training and explicit approval granted by the Operator.

**Securing:**

The Client shall be responsible for ensuring the secure condition of each aircraft before departing from it, encompassing instances of visits to other airports. Specifically, The Client must adhere to the following protocols:

- (a) chocking and/or tying down the aircraft to prevent unintended movement,
- (b) locking the flight controls to prevent inadvertent manipulation,
- (c) installing window shades, if available, to mitigate potential damage to interior components,
- (d) locking all doors to maintain the aircraft's integrity and safeguard against unauthorized access, and
- (e) retrieving and retaining the aircraft keys in their possession.

**Stolen Items:**

The Operator shall not assume liability for any items that are stolen, lost, or misplaced by the Client.

**Damages:**

The Client shall bear the responsibility of diligently inspecting the aircraft for damages prior to each flight and promptly notifying the Operator of any identified issues. Furthermore, the Client shall be held liable for any damages they directly cause to the aircraft. However, in circumstances where an Approved Instructor assumes the role of the Pilot-in-Command (PIC), the instructor shall only be deemed accountable for accidental damages if and only if such

damages resulted from the instructor's direct fault, including instances where the instructor's conduct or instructional capabilities were found to be substandard, or where the instructor failed to take reasonable action to prevent a situation from escalating, which could have otherwise been averted through proper instruction and supervision.

**Alcohol and Drugs:**

The Client and all occupants must comply with FAA regulations and abstain from flying under the influence of alcohol or drugs. This restriction is in force not only during regular flights but also during the repositioning of aircraft, operation of the Operator's equipment, and while seated in the aircraft. Additionally, the possession, consumption, or use of alcohol or drugs is strictly prohibited during these activities.

The Client must observe a minimum of 8 hours between consuming alcohol and engaging in any of the aforementioned activities, and their blood alcohol level must be below 0.01 prior to operating any aircraft.

The Client and all occupants must not possess any illegal drugs or substances, consistent with Texas law, Federal law, and the laws of any states that the Client's flight route traverses.

**For Hire Operations:**

The Client is expressly prohibited from engaging in any for-hire operations without obtaining prior written approval from the Operator.

**Weather:**

VFR checked out Clients may not fly in lower than 2500 feet ceilings and less than 5 miles of visibility without prior approval from the Operator or an Approved Instructor. VFR checked out Clients may fly in as low as 1,200-foot ceilings and 3 miles of visibility if staying in the traffic pattern.

IFR checked out Clients may fly into weather at their discretion and judgment.

Additionally, all clients must comply with the weather minimums provided by the Operator.

Weather limits:

[https://www.flightcircle.com/v1/dashboard/pdfs/5442e6d5a5a5d00096d8eb678b041bd8653ab54b?\\_112432](https://www.flightcircle.com/v1/dashboard/pdfs/5442e6d5a5a5d00096d8eb678b041bd8653ab54b?_112432)

Clients may not ever fly into known icing or thunderstorms.

**Damaging Weather:**

The Pilot in Command (PIC) assumes full responsibility for evading damaging weather conditions during flight operations.



In the event of a forecast indicating detrimental weather, such as hail, the PIC shall take appropriate measures to safeguard the aircraft. Whenever feasible, the PIC should endeavor to either hangar the aircraft to shield it from harm or, when deemed safe and feasible, relocate the aircraft to an alternate airport where perilous weather conditions are not anticipated.

If there is a forecast for damaging weather, and the Client neglects to promptly notify the Operator or secure hangaring arrangements for the aircraft, the Client may be deemed liable for any resulting damages or losses incurred.

**Wipe-Down and Trash:**

The Client, when time permits between flights, shall be obligated to perform a wipe-down of the aircraft's leading edges and windshield, limited to the removal of any new bugs or debris that may have accumulated during their flight.

Furthermore, The Client must ensure the removal of all trash from the aircraft after their flight.

Failure to fulfill these tasks may result in the imposition of a fee.

**Oil:**

If any oil was used, the Client must report the oil usage on the oil usage form.

## **Aircraft Flight Policies:**

The Client, if acting as the PIC, must follow these procedures in addition to the operating procedures for the aircraft they are operating. If there is an Approved Instructor onboard, the Approved Instructor may waive some of the Stabilized Approach Criteria for the purpose of flight training:

### **Stabilized Approach Criteria:**

- The following stabilized approach criteria are the absolute limit. Being stabilized earlier is better. If unable to be stable and within the limits below, a go-around must be executed, if it is safe to do so.
- **Below 1000ft AGL:**
  - Gear: Down
  - Thrust: Stable
  - Speed: +20/-5 KIAS approach speed (trending toward target)
  - Localizer & GS: ½ deflection
  - Descent Rate: No more than 1500ft/min
- **Below 500ft AGL:**
  - Speed: +10/-5 KIAS approach speed (with gust factor adjustment)
  - Descent Rate: No more than 1000ft/min
  - Flaps: Began configuration
  - Checklists: Complete
- **Below 250ft AGL:**
  - Flaps: Configured for landing
  - Localizer & GS (if IMC): ⅓ deflection

### **Takeoff:**

- Ensure the approach end is clear before entering the runway.
  - At Hicks, the Client should perform a 360-taxi to check for any aircraft in the pattern.
- Do not loiter on the runway for more than a few seconds.
- Aircraft must be airborne with at least 1500ft of the runway or 50% of the runway remaining, whichever is less. If this does not happen, then the takeoff should be aborted if it is safe to do so. This includes touch-and-goes.
  - At Hicks, this is where the “Hicks” letters are painted on the runway.

### **Landing:**

- Touchdown must be within the touchdown zone (3000ft) or the first 1/4th of the runway, whichever is shorter. If unable, a go-around should be executed.
  - At Hicks, this means the touchdown must be in the first 925ft from the threshold.
- Do not use maximum braking if it is not needed. For practice short-field approaches, if possible, avoid using max braking.

**Traffic Pattern:**

- Turn in the correct direction.
- TPA at Hicks is 1500ft MSL. Follow the latest FAA publications.
- Do not descend into the traffic pattern.
- Stay within gliding distance of the runway while on downwind and base legs.

**Mixture Usage:**

- Lean the mixture during taxi. This prevents spark plug fouling and saves fuel.
- For takeoff, either use full rich mixture or lean rich of peak.
- For aircraft that have a hard time keeping the engine cool, use full rich.
- On high-density altitude days, it may be best to takeoff with the mixture leaned rich of peak.
- Above 3,000 feet AGL, your mixture should be leaned (even somewhat leaned during maneuvers). You may lean earlier than 3,000 feet.
- Don't forget to richen the mixture during descent as the air density increases.

## Aircraft Callouts:

Callouts should be made by the PIC and student during all flights in the Operator's aircraft. If a callout requires looking at an indication, do not say the callout until verifying the indication. Each Client acting as PIC shall make a reasonable effort to follow and make all callouts.

<b>General Callouts</b>	
Announce any actions in the cockpit for better situational awareness and a shared-mental model if with another pilot.	
<b>Exchange of Controls (3-way)</b>	
Giving Control	"You have control", "I have control", "You have control"
Taking Control	"I have control", "You have control", "You have control"
<b>Flaps</b>	
Prior to Flaps	"Speed Checked"
Adding Flaps	"Flaps ___" (Ex: "Flaps 10")
<b>Taxi</b>	
Prior to movement or turns	"Clear Left, Clear Right"
Clear to Cross Runway	"Clear left, Clear right, Cleared to cross"
<b>Takeoff</b>	
Entering Runway	"Final clear, cleared for takeoff runway ___"
Beginning Takeoff	"Runway Heading Check"
Prior to Rotation, Check Engine Instruments	"Instruments Green"
Airspeed Indicator Alive	"Airspeed Alive"
Aborting Takeoff	"Reject, I have control"
Rotation	"Rotate"
Gear Retraction	"Positive Rate, Gear up"
Climbing Vx	"Vx"

Climbing Vy	"Vy"
<b>Flying</b>	
Targeting New Airspeed	"Airspeed ___ Knots/Miles Per Hour" (Set bug)
Targeting New Altitude	"Climbing/Descending to _____" (Set bug)
Targeting New Heading	"Heading _____" (Set bug)
Targeting Bank Angle	"Bank ___ degrees"
Targeting New Vertical Speed	"Vertical speed _____ feet per minute"
Direct to Waypoint	"Direct _____"
Clearing Turns	"Clearing Turn"
Beginning Maneuver	Announce maneuver name
Stall	"Stall, I have control"
Emergency	Announce Emergency
500ft to Target Altitude	"500 to go"
<b>Approach &amp; Landing</b>	
Extending Gear	"Speed Checked", "Gear Down"
Flaps	"Speed Checked", "Flaps ___"
500ft AGL	"500, stable, cleared to land"
Minimums	"Minimums" Followed by: "Go Around", "Landing", or "Approach lights, continue"
Landing Assured	"Landing"
Going Around	"Go Around"
<b>Checklists</b>	
Beginning Checklist	"___ checklist"
Checklist Items	Announce checklist item. Announce checklist action once complete.

Completing a Checklist	"_____ checklist complete"
<b>Deviating &amp; Correcting from Target</b>	
Other Pilot Deviating	"Check _____" Example not flying correct altitude: "Check altitude"
Correcting	"Correcting _____"

**Usage Limitations:**

Aircraft may not be used for the following purposes without the expressed written approval from the Operator:

- Aerobatic Flight
- Spins
- Anything not allowed by the operating limitations of the aircraft
- Illegal Activity
- To carry passengers or property for compensation or hire.
- Flight below 1000 feet AGL except for landing or when an Approved Instructor is onboard and acting PIC.
- In any race or speed contests
- Be flown by any person who is not approved by the Operator.
- Outside the limits of the Continental United States.
- In weather worse than the minimums provided by the Operator.
- For any flight for which the Client is not properly rated or certified.
- Further than 75 nautical miles from Hicks Airport (T67) without prior approval from the Operator.
- Will not land on any non-paved surfaces except during an emergency or with an Approved Instructor who is approved by the Operator for landings on non-paved surfaces.

**Preflight:**

If the Client assumes the role of the Pilot in Command (PIC), the Client shall be personally responsible for performing a preflight inspection of the aircraft in accordance with the manufacturer's prescribed procedures. Furthermore, the Client shall diligently adhere to the manufacturer's recommended pre-takeoff, cruise, and pre-landing checklists.

## **Aircraft Parking:**

If the Client is acting as the PIC, and there is no Approved Instructor for the flight, the following applies.

N447DK: Park in the tie-down spot

N89878: Park on the ramp area far in the corner by the fuel pumps. If unable, near the spot in front of the rear spot. Further back is preferred.

N46550: Park on the ramp area far in the corner by the fuel pumps. If unable, near the spot in front of the rear spot. Further back is preferred.

N714FW: This aircraft should not be used for rental or solo flights if able. Try to schedule flight to have an Approved Instructor present when returning from a flight. This way the aircraft could be returned to the hangar. If unable, we can park on the ramp area where N89878 usually parks, but we will be charged \$5 per occurrence.

All Aircraft when Parked:

- Tie down if available
- Double chocks required (chock both main wheels)
- Run securing checklist
- Leave parking brake off
- Lock flight controls
- Install sun shades in windows (if available)
- Lock aircraft

## **Vehicle Parking:**

### Weekend Parking:

- Clients:
  - In carport for Hangar 628
  - In main hangar parking spaces for Hangar 628
- Approved Instructors:
  - Behind hangar 218
  - In main hangar parking spaces for Hangar 628

### Weekday Parking:

- Clients:
  - At airport restaurant (limited to four cars total)
  - In main hangar parking spaces for Hangar 628
- Approved Instructors:
  - Behind hangar 218
  - In main hangar parking spaces for Hangar 628



# Scheduling

## **Cancellation Policy:**

Flights and lessons canceled within 24 hours of the scheduled time may be subject to a cancellation fee, which is typically waived in cases of weather or maintenance-related cancellations. However, if the cancellation was due to poor planning despite adverse weather forecasts, the Client may still incur the cancellation fee, unless the flight was conducted with an Approved Instructor.

## **No-Show Policy:**

In the event that the Client fails to attend a scheduled flight or lesson or neglects to provide at least one hour's advance notice of cancellation, they may be subject to a no-show fee.

## **Canceling a Flight:**

If the Client needs to cancel a flight or lesson, they must contact their Approved Instructor or the Operator by phone and leave a voicemail. Other communication methods are acceptable only if the Operator acknowledges them before the scheduled time.

## **Scheduling as a Client:**

If the Client is checked out for a flight, they may schedule at their discretion using our online scheduling system. However, if the Client wishes to schedule a flight longer than one day, they must call or text the Operator to make the necessary arrangements.

## **Rights to Cancel or Deny:**

The Operator reserves the right to deny, cancel, reschedule, or overbook any lesson, flight, or reservation at any time and for any reason, without prior notice.

## **Altering Schedules:**

If the Client alters a scheduled flight within 24 hours it may be considered a cancellation.

## **Dispatch:**

Prior to departure, Clients must 'dispatch' their flight using our scheduling system. For instructional flights, this responsibility lies with the Approved Instructor. The Client must also capture a photograph of the Hobbs and Tach times at the start of the flight.

## **Check-In:**

Before leaving the vicinity of the aircraft upon arrival, the Client must 'check-in' the aircraft via our scheduling system. Additionally, the Client must capture a photograph of the ending Hobbs and Tach times.

**Fuel Receipts:**

To be reimbursed for fuel expenses, the Client must promptly email or text a picture of their fuel receipts to the Operator after each flight. In the event that the Client is unable to obtain a receipt, reimbursement may be facilitated with a bank statement showing the cleared fuel charge. The reimbursement will be added as a balance to the Client's account on file.

## **Buildings and Security**

**Damages:**

Any act of damaging or stealing items from the buildings associated with the Operator may result in the imposition of a fee or prosecution, as deemed necessary.

**Locks:**

Clients are required to ensure the security of property, aircraft, buildings, and keys in strict accordance with the Operator's policies.

**Access Codes:**

Clients approved to act as the PIC for an aircraft shall receive an access code from the Operator to gain entry to the aircraft, key, and/or hangars. It is strictly prohibited for the Client to share their access code with any other individuals. The Operator retains the right to revoke access at any time and for any reason it deems fit.

# Transient Policies

## **Maximum Distance:**

Each flight must remain within 75 nautical miles of Hicks Airport (T67), unless prior approval from the Operator is obtained. Flights seeking to exceed the 75 nautical mile limit for the purpose of fulfilling certificate requirements are likely to be approved by the Operator. In such cases, a flight plan must be filed and opened.

## **Survival Gear:**

As required by the Private Pilot ACS, every pilot should plan to be able to survive in the environment in which they are flying for 48 to 72 hours. This also includes any passengers.

When flying away from the airport or practice area, be sure to bring water, clothing, and shelter.

## **Weather:**

The Client is prohibited from attempting to fly in weather conditions that could pose a risk to the aircraft or its occupants.

## **Mechanical:**

The Operator strives to diligently maintain our fleet of rental aircraft to ensure excellent mechanical condition. Nevertheless, occasional breakdowns may arise while away from our facility.

In the event of a mechanical malfunction or issue occurring away from our base:

- Promptly report the issue to the Operator and your instructor.
- Refrain from authorizing any repairs without prior approval from the Operator.

## **Stranded Away from Home Base:**

Although rare, it is possible to become stuck at an airport away from home. This can happen due to many reasons such as, but not limited to these examples:

- Bad / Low Weather
- Unforeseen mechanical issues
- A light bulb burning out
- Airport is out of fuel
- Airport closures
- TFRs
- Popped tire

If the Client becomes stranded at another airport for any reason, the Operator shall not assume responsibility or liability for any incurred expenses, including but not limited to lodging, rental car, airfares, meals, and transportation. The Client is advised to remain with the standard aircraft until positive contact is established with the Operator or an Approved Instructor to receive further instructions.

The Client is encouraged to have a contingency plan in place when flying to an airport away from the base, in case of any unforeseen circumstances. Please note that the Operator is not available 24/7, and they have no obligation to be.

In the event of a stranded situation, the Client may be subject to normal rental costs and fees, and if liable as per this agreement, charges for any damages may apply. Additionally, the Client may be charged the regular aircraft rate and standard market rates to cover the flight in returning the aircraft to the base and providing a pilot if required. Any regular fees from the Operator may still be applicable.

If the Client flies further than 75 nautical miles from the base, they may be liable for the mechanic's expenses to travel to the aircraft. The Operator will endeavor to locate a mechanic in the vicinity of the stranded airport to avoid incurring additional costs.

While the Operator retains the aforementioned rights, they also maintain the discretion to waive any associated fees and charges. It is the Operator's intention to exert efforts in assisting stranded aircraft and pilots whenever possible.

**In the case of being stranded (other than off-field emergencies or accidents) then these are the normal options:**

1. If you are a flight student or building time and flying with an instructor, contact your instructor. Management may not even be in town to assist. Before any flight, make sure to have a plan with a friend, family, or your CFI. Whatever plan you have, you may be responsible for paying for the aircraft to get returned. If it is an easy fix, it is probably best to stay with the aircraft to fly it home. However, we recommend making a plan with your CFI to have them fly it home if something happens where you are stranded.
2. Wait with the plane until it is repaired or the weather clears up. (Note: Mechanics do not work on weekends typically).
3. Return home via airline, friend picking you up, ferry permit with the aircraft.

There are very few times when we will be able to pick you up by car or aircraft, and we may need to be reimbursed for any expenses incurred to pick you up, so be sure to coordinate with friends, family, and your CFI.

## Miscellaneous

### **Contact:**

The Client must provide a reliable means of contact to the Operator.

### **Private Information:**

The Client agrees not to disclose any confidential, proprietary, or non-public information pertaining to the Operator, Pilot Rise, LLC—including but not limited to details about business operations, maintenance, procedures, etc.—to any third parties, including but not limited to the press, FAA, other regulatory bodies, or any other outside entities. Additionally, the Client is not authorized to speak on behalf of the Operator to these entities. Violations of these terms may result in the imposition of a fee as determined by the Operator, in addition to any other remedies available to the Operator under the law or this Agreement. Such actions are only permissible if required by law, court order, or explicitly granted through written approval from an authorized representative of Pilot Rise, LLC.

### **Referrals:**

Any Pilot Rise client will receive one hour of free instruction from a Pilot Rise instructor for each student they refer to Pilot Rise, LLC for flight training. If a Pilot Rise Instructor refers a student, this will be reflected in one hour of pay.

### **Limitations:**

- Considered a referral after the potential client completed at least two training flights with us (or a discovery flight and one lesson).
- Utilizing any potential loophole or abuse of this perk could have it revoked on a case-by-case basis.
- This does not apply to other Pilot Rise staff members.