

Prepaid Flight Training Agreement

JW Aviation Flight School, LLC

Bollingbrook, IL
Clow International Airport
630-759-1555

(herein referred to as "Flight School")

Date: _____
Student: _____
Address: _____
City, State: _____ Zip: _____

166500
No.:

Current Student Certificate and Rating

Certificate: None Student Recreational Private Commercial
Category / Class: _____ VFR IFR Total Hours: _____

Anticipated Student Certificate and Rating to be Attained

Anticipated Certificate at Completion of Training: Recreational Private Commercial
Category / Class: _____ VFR IFR

Prepaid Flight Training Program and Costs

(A) Aircraft Type: _____
(B) Scheduled Number of Lessons Per Week: _____ Average Aircraft Rental Hours Per Lesson: _____
(C) Aircraft Rental: _____ estimated hours* @ \$ _____ * per hour \$ _____
(D) Flight Instruction: _____ estimated hours* @ \$ _____ * per hour \$ _____
(E) Review/Briefings: _____ estimated hours* @ \$ _____ * per hour \$ _____
(F) Ground School: Private Instruction Classroom Computer-Based \$ _____
(G) Books, Materials, and Supplies: \$ _____
(H) **Total Program Cost** (subject to all of the terms and conditions below and on page 2) \$ _____

* The number of aircraft rental hours, flight instruction/briefing hours and the hourly rates for aircraft rental and instruction included in the purchase price of this program may increase or decrease as provided below and on page 2 of this agreement. Unless otherwise agreed in writing, all program fees are fully earned and non-refundable when the student receives the anticipated certificate or rating.

Price and Performance Guarantees Included in this Flight Training Program

Aircraft Rental Hours Required to Earn Certificate

- Guaranteed.** Up to _____ additional hours will be furnished at no cost if needed to complete the program.
 Not Guaranteed. Any additional aircraft rental hours needed or desired by the Student to complete the program will be paid by the Student separate from this program at prevailing rates.

Flight Instruction Hours Required to Earn Certificate

- Guaranteed.** Up to _____ additional hours will be furnished at no cost if needed to complete the program.
 Not Guaranteed. Any additional flight instruction hours needed or desired by Student to complete the program will be paid by the Student separate from this program at prevailing rates.

Aircraft Rental Rate During Term of Flight Instruction

- Guaranteed.** The aircraft rental rate will not increase for _____ months from the date of this agreement.
 Not Guaranteed. All program aircraft rental fees will be assessed at the prevailing advance purchase rate in effect at the time training takes place. If rates change the number of purchased hours will differ from the above.

Instructor Flight Training/Briefing Rate During Term of Flight Instruction

- Guaranteed.** The instruction rate will not increase for _____ months from the date of this agreement.
 Not Guaranteed. All program instructor fees will be assessed at the prevailing advance purchase rate in effect at the time training takes place. If rates change the number of purchased hours will differ from the above.

All program fees may be fully earned (non-refundable) when the anticipated certificate or rating is attained

This agreement includes all of the terms and conditions on page 1 and on the reverse side (page 2)

Additional Terms and Conditions of this Agreement

Sale and purchase of Flight Training Program.

The Flight School agrees to sell and the Student and the Co-Buyer, if any (herein collectively referred to as "Student") agree(s) to purchase the Prepaid Flight Training Program (the "Program") described herein, subject to the terms and conditions set forth on the front (page 1) and the back (page 2) of this Agreement (the "Agreement"). The Flight School will provide the Program services and materials to the Student following the effective date of this Agreement at the address stated herein at times mutually agreed from time to time by the Student and Flight School. The Flight School may substitute instructors or modify training materials at its discretion.

Conditions for this agreement to become effective.

Certain portions of this Agreement may be completed for discussion and information purposes prior to its effective date. This Agreement shall not be effective until (a) it has been executed by both the Student and an authorized officer of the Flight School and (b) the payment obligations of the Student have been discharged in a manner satisfactory to the Flight School. For financed transactions, the Student's payment obligations are discharged only after the Student's finance application has been approved by the finance company, any required down payment has been received by the Flight School, and the related finance agreement has been fully executed and accepted by the Student, the Flight School, and the finance company.

Price and performance guarantees.

The Flight School will provide the additional Aircraft Rental Hours, additional Flight Instruction Hours, guaranteed Aircraft Rental Rates and guaranteed Instructor Flight/Briefing Rates, if any, as stated on page 1 of this Agreement in the section "Price and Performance Guarantees Included in this Flight Training Program". The Flight School's obligation to provide guaranteed services and/or rates terminates when the Student attains the anticipated Certificate and/or Rating or following the delivery by the Flight School of the guaranteed hours and/or rates, whichever occurs earlier.

All fees earned when certificate / rating is attained.

Student acknowledges that the Program is purchased in anticipation of attaining a Certificate and/or Rating as described on Page 1. Unless otherwise agreed in writing, Student acknowledges and agrees that upon the effective date of the anticipated Certificate and/or Rating, the Total Program Cost is fully earned by the Flight School. In this event, (a) the Flight School will have no obligation to provide further services or materials under the Program including those promised in the Price and Performance Guarantees section, if any, and (b) the Student is not entitled to any refund.

Hours of aircraft rental / instruction.

The number of hours of Aircraft Rental, Flight Instruction and Review/Briefings ("Program Hours") included in the Program may differ from the number of estimated hours shown in the Prepaid Flight Training Program and Costs section on page 1. The number of Program Hours may increase if the Program includes Guarantees for Aircraft Rental Hours or Flight Instruction Hours and the Flight School delivers no-cost hours under the Guarantee provisions. The number of Program Hours may decrease if (a) the hourly rates for Aircraft Rental and/or Instructor Flight Training/Briefing are not guaranteed, or the guarantee periods have expired, and prevailing

hourly rates for these services increase, or (b) all Program Hours purchased become fully earned upon the attainment by the Student of the anticipated Certificate or Rating.

Periodic recording of aircraft rental and instruction hours.

At the completion of each training session or otherwise on a similar periodic basis, the Flight School will prepare Training Records ("TRs") which report the exact number of hours of aircraft rental, instructor time and other services and/or supplies provided by Flight School to Student under this agreement. The Student acknowledges that the TRs are used to define and calculate at any point in time, including but not limited to early termination of the Program, the amount of delivered and undelivered flight training services under this program. The Student agrees to carefully review each record in a timely manner following receipt of the services or materials. The Student warrants the accuracy of all TRs signed by the Student and agrees not to sign any TR which is not fully completed or which covers services that have not been fully and satisfactorily provided or delivered to Student.

Termination of this agreement by the student.

The Student may terminate this Program at any time. Student acknowledges that upon acceptance of this agreement, the Flight School has allocated equipment and instruction resources to meet its Program obligations to Student, and will suffer financial loss in the event of early termination of the Student's Program. The Flight School agrees to accept as liquidated damages ten percent (10%) of the unused/undelivered Total Program Cost for any early termination, in lieu of actual losses. Upon any such early termination by the Student, the Flight School shall, within 30 days of such termination, refund to Student ninety percent (90%) of all unused/undelivered aircraft rental fees, flight/briefing instruction fees, ground school fees, books, materials, and supplies as evidenced by the Training Records. If this Agreement has been financed, any credit due Student will be paid to the finance company to be applied to Student's account. Any refund due the Student will be made in accordance with the terms of the finance agreement by the finance company.

Termination of this agreement by the flight school.

The Flight School may terminate this program if: (a) in the opinion of the Flight School it would be unsafe to continue the program or recommend Student for the anticipated Certificate or Rating; (b) in the opinion of the Flight School, it is unlikely the Student will receive the anticipated Certificate or Rating in a reasonable time or at a reasonable cost; or (c) it becomes impossible for the Flight School to provide the promised services or materials. Upon any such early termination by the Flight School, the Flight School shall, within 30 days of such termination, refund to Student one hundred percent (100%) of all unused/undelivered aircraft rental fees, flight/briefing instruction fees, ground school fees, books, materials, and supplies as evidenced by the Training Records. If this Agreement has been financed, any credit due Student will be paid to the finance company to be applied to Student's account. Any refund due the Student will be made in accordance with the terms of the finance agreement by the finance company.

Assignment.

This agreement may not be assigned by the Student or by the Flight School.

Acceptance by Student:

I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITING EXECUTED BY ALL OF THE PARTIES. I ACCEPT THE FLIGHT TRAINING PROGRAM AND AGREE TO PAY THE TOTAL PROGRAM COST AS FOLLOWS: (check one)

To be paid by Cash/Check To be paid by Credit Card Contingent on approval of a Finance Agreement acceptable to me

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Student Name (print or type)

By (Signature)

Date

Acceptance by Flight School:

Flight School (print or type)

By (Signature)

Title

Date