

U. S. Flight Academy

2000 Rickabaugh Drive , Bldg. 1106

Big Spring, Texas 79720 USA

www.usflightacademy.org

Phone: (432) 264-7335 Facsm: (432) 264-7322

E-Mail: Administrator@usflightacademy.org

ENROLLMENT AGREEMENT

Date: _____, 20____

PARTIES: International (USFA), and _____, (Student).

NATURE OF AGREEMENT: This is a service/retail installment AGREEMENT for the sale, provision, and supply of aviation training to all qualified applicants.

COURSE DESCRIPTION:

1. Sport Pilot _____
2. Recreational Pilot _____
3. Private Pilot _____
4. Instrument Rating _____
5. Commercial Pilot _____
6. Multi-Engine Rating _____
7. Airline Transport Pilot _____
8. CFI-Airplane _____
9. CFII-Instrument _____
10. MEI-Multi-Engine _____
11. Ground Instructor _____
12. Commercial Pilot Qualification Course _____
13. Advance Course _____

NOTES:

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The student, after thorough examination, buys and accepts responsibility for the described instruction course, which shall remain as personal property of USFA even if attached to real property, and promises to pay to USFA or USFA's order all tuition, fees, and other charges as agreed and in accordance with the payment schedule set forth. If it becomes necessary for this agreement to be given to an attorney for collection, the student agrees to pay reasonable attorney's fees together with court cost as permitted by law. In the event the student defaults on any payment due on this agreement, violate USFA school policy, violates any term or condition of these agreements, or if any insolvency or bankruptcy proceedings are instituted by or against the student, then the full amount shall become immediately due and payable. The student does authorize, agree, and direct that each payment thereon shall be applied successively to each installment due upon the unpaid balance for the longest period of time. The student agrees that the assignment or transfer of the agreement to any Holder shall be free from any claim, defense, set-off, or counterclaim that the student may have against USFA and further agrees to settle all claims against USFA directly with USFA. The acceptance of any instrument or payment after default, or the transfer, renewal, or assignment of this agreement, shall not release the student from his obligations hereunder.

Initials _____

PAYMENT POLICY: In constructing this agreement, the gender and number of words used may be changed to meet the context. Any part of this agreement contrary to the law of shall not invalidate other parts of this agreement. This agreement contains the entire agreement between the parties, and no warranties or representations, expressed or implied, and no statements, promises, or inducements made by any party whatsoever which are not contained in this agreement shall be valid or binding unless endorsed hereon in writing. Also, see "Refund Policy". USFA requires, and the student agrees to maintain a positive account balance at all times per the USFA Student Conduct Policy guidelines. Under no circumstances may a student fly if he does not have a sufficient account balance unless he or she are from an Airline or a Government Agency, or any other entity where an additional training contract are binding. If concurrently enrolled in UVU or HC and awaiting sponsored flight funding mark here _____ and sign attached Promissory Agreement. The student will be able to pay his tuition in installments as he progress in his course of study to the discretion of USFA. The first payment of such an installment is due upon enrollment. The typical installment plan is as follows:

Pro. Courses: First payment due upon enrollment to be brought in person by the student, second payment due thirty days thereafter, third payment due thirty days thereafter. A total of three payments.

Initials _____

INSURANCE: USFA is required by Immigration regulations to verify and be responsible for seeing that all J-1 Visa students are covered by medical, accident, and life insurance during their complete stay in the . USFA, in the best interests of its students, also recommends that all M-1 students be covered by medical, accident, and life insurance during their training at USFA. USFA is able to help the student in purchasing this required insurance from an insurance company which works with USFA's students. This service is performed by USFA at no charge to the student and the student understands that he is dealing with the insurance company in accordance with the insurance policy, not with USFA. Therefore, the student agrees to fully and completely release USFA from any and all liability associated with this insurance program. It is further understood that, because of the inherent danger and risk of flying, the student accepts the death benefits of the insurance policy, and any insurance policy including USFA's insurance as full and final payment of loss and accepts the medical policy benefits as sufficient coverage for all such cost and does further fully and completely release USFA from any other liability. Notwithstanding the foregoing, this provision is entirely subject to approval and acceptance by the said insurance carrier, which said approval period shall be no longer than than 30) days from the date hereof.

Initials _____

CANCELLATION OR TERMINATION BY THE APPLICANT:

The applicant may withdraw from training at any time subject to written notification to the President which shall be either hand delivered or sent by Certified Mail to the USFA.

Initials _____

TERMINATION BY USFA:

The USFA reserves the right to terminate the Applicant's training for any of the following reasons:

1. Nonpayment of tuition.
2. Noncompliance with the USFA Rules and Regulations which the applicant has read and understand.
3. Any act which adversely affects the safety and integrity of the flight training program.
4. In the applicant's best interest when in the judgment of USFA Officials, insufficient academic progress is in evidence and no improvement is anticipated.

Initials _____

REFUND POLICY: USFA agrees that if the student finds it necessary to cease his aviation training, withdraw or be terminated for any of the reason herein above listed, and return to his home, USFA will return the unused portion of the student's account balance. USFA will not refund paid ground school courses, books, pilot supplies, initial deposit, paid accommodations and exam fees. USFA's Professional Courses are part of a packet arrangement, and until the particular course is completed and/or paid in full, regular hourly and apartment rates apply. See course description under Certification Courses @ USFA Pilot Training @ www.usflightacademy.org. Expenses USFA has accrued for services requested by the student will be deducted from the refund amount if the student has not previously paid for these requested services. USFA will refund to the student the amount of unused advance payments within thirty (30) days of the date of termination based on the current established hourly rates, limited to \$5,000.00 per thirty (30) days.

Initials _____

DAMAGES: The student shall be totally liable for all damages to USFA property caused by intentional actions or negligence of the student. The student also releases and holds harmless the institution, USFA, its employees, its agents, and representatives from and against all liabilities, damages, and other expenses which may be imposed upon, incurred by, or asserted against them by reason of bodily injury or property damage which may be suffered by the student from any cause.

Initials _____

STATEMENT OF NONDISCRIMINATION: USFA does not discriminate against any student on the basis of race, color, religion, creed, sex, or age.

Initials _____

EMPLOYMENT:

USFA will make every reasonable effort to provide employment assistance to its graduates, but makes no guarantee of employment.

Initials _____

COMPLETION:

The projection for completion of flight training in the USFA Course descriptions are based on a normally anticipated time frame for completion for an average student with due consideration of weather conditions adversely affecting the continuity of flight training and those minimum hours established by the FAA (Federal Aviation Administration) for certifications and ratings. The USFA makes no guarantee that the applicant will complete his/her training within the time frame and hours cited. The USFA makes no claim or guarantee credit earned will transfer to another institution as that determination will be made by the other institution.

Initials _____

U. S. Flight Academy International, Inc.

By: _____

School Official

PROMISSORY AGREEMENT:

I, the undersigned, hereby acknowledge that I am at least a part time student with UVU in , while enrolled with USFA, and are awaiting funding for my flight tuition.

I realize that I am allowed to start my flight training and fly on credit until my flight training funds are released on _____,

and upon release of my flight training funds, I promise to pay to USFA all tuition owed and to establish the remaining balance of my flight training fund disbursement on account with USFA for my future tuition payments.

I understand that the amount and length of credit allowed will be determined by the USFA.

Students Printed Name/Signature

ACKNOWLEDGMENT: I have read, understand, and have initialed each paragraph of this agreement in its entirety and agree to its contents in full. Furthermore, I hereby acknowledge that I have completed enrollment and agree that I am now an active student at U. S. Flight Academy and I agree that I am bound by these agreements and have read or will read and understand the published Course Description/Price Information, Operations and Procedural Manual, Flight Department Safety rules, Rules of Operation and Conduct, Rules Regarding School Car, and Apartment Rules and will adhere to these rules while an active student at the USFA.

My admissions counselor has informed me that I must be twenty-one (21) years old to consume alcoholic beverages in the State of Texas. For the safety of myself as well as others, I agree at this time to refrain from the recreational use of drugs or alcohol while enrolled at the U. S. Flight Academy. I have also been informed that if I drive an automobile in Texas, I must have a valid Texas Driver's License and also have proof of liability insurance carried in the automobile at all times.

Student's Signature

My admissions counselor has informed me that the United States does not have a national health insurance program and as a M-1 Visa student I am not required to have health insurance although the U. S. Flight Academy does recommend that every student have health insurance.

Although I can obtain health insurance through the U. S. Flight Academy, I do not wish to participate in this plan and therefore can not hold the U. S. Flight Academy responsible for any bills accrued for medical reasons.

Student's Signature

STATE OF TEXAS ()

COUNTY OF HOWARD ()

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument by _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of _____, 20____

Notary Public, Howard County, Texas
My Commission expires: _____

Full name of Student	Age	Home Phone #	Date of Birth
Residence	City	State/Province/Nation	Postal Code