

## FLIGHT CREW SERVICES AGREEMENT

PG.1 OF 10

This Flight Crew Services Agreement (“Agreement”) is made and entered as of the last date on the signature page below (“Effective Date”), by ABC AVIATION. (“Pilot”) and XYZ LLC. (“Client”) (together, the “Parties”).

### 1. RECITALS:

1.1 Pilot is a pilot licensed by the Federal Aviation Administration (“FAA”) providing pilot services as an independent contractor (“Services”) pursuant to and in compliance with the provisions and requirements of the Federal Aviation Regulations (“FARs”), including but not limited to 14 C.F.R. §§ 61, 91 *et. seq.*.

1.2 Operator manages various aircraft (“Aircraft”) under the rules and regulations applicable to FAR Part 91 operations.

1.3 Pilot desires to provide Operator with Services in the furtherance of flight operations for Aircraft managed by Operator, and Operator desires to have Pilot provide such Services, pursuant to and in compliance with the requirements of 14 C.F.R. §91, and the provisions and conditions contained herein.

**NOW THEREFORE**, the Parties agree as follows:

### 2. AIRCRAFT

2.1 Pursuant to the terms herein, Pilot hereby agrees to operate for Operator, and Operator hereby agrees to have operated by Pilot, Aircraft as selected by Operator.

2.2 The Parties shall jointly agree to any Flight to be undertaken in connection with this Agreement. Prior to any flight, Pilot shall examine any Aircraft proposed to be operated, and shall have the responsibility to determine such Aircraft’s condition and airworthiness as required of a pilot-in-command (“PIC”) in the FARs.

### 3. TERM

3.1 The initial term of this Agreement shall begin on the Effective Date and shall continue for one year, and be automatically renewed each year, unless terminated by either party upon written notice as provided below. Subject to Paragraphs 3.2 and 3.3 below, this Agreement shall renew for a period of one (1) year on the anniversary of the Effective Date.

3.2 Either party may terminate this Agreement without cause upon 30 days written notice. Upon such notice, any fees or expenses owed by either party to the other party shall be paid within 15 days, unless otherwise agreed.

3.3 Either Party may terminate this Agreement for Good Cause without notice. For purposes of this paragraph, "Good Cause" shall mean that the other party (i) breaches the Agreement, or (ii) creates or clearly intends to create an unsafe situation, or (iii) violates or is reasonably believed to have violated any FAR.

#### 4. **OPERATIONAL CONTROL**

4.1 The Parties expressly agree that the owner of any Aircraft operated under this Agreement, or the owner's agent, such as Operator, at all times has Operational Control of the Aircraft. "Operational Control" means the exercise of authority over initiating, conducting, or terminating a flight, subject to the Pilot-in-Command's authority for all safety of flight matters. Pilot expressly acknowledges that, other than safety of flight issues, Pilot does not have Operational Control over any Aircraft flown pursuant to this Agreement.

#### 5. **FLIGHT CREW QUALIFICATIONS**

5.1 During the term of this Agreement, Pilot shall be fully and properly qualified, licensed and certificated under applicable rules and regulations to perform flight operations as required by Operator and this Agreement. Pilot shall at all times ensure that he/she meets all applicable FARs and any other requirements of the FAA to perform any flight assigned or requested by Operator, including but not limited to any currency requirements. Pilot shall maintain a current FAA medical certificate suitable for the flight he is assigned. The Parties agree that it is the Pilot's responsibility to provide Operator with current copies of any and all documents issued by the FAA or any other government agency that are required for the safe, legal and proper operation of any Aircraft flown by Pilot under this Agreement. Pilot agrees to provide Operator any documents required for his/her performance under this Agreement upon request by Operator.

5.2 Pilot expressly agrees to notify, immediately and verbally, followed by written confirmation within 24 hours, any time any of the following events occur:

- (a) The FAA notifies Pilot that he/she is or may be the subject of an investigation relating to the Pilot's airmen's certificate;
- (b) any document issued by the FAA, such as the Pilot's license or a certificate, has been suspended or revoked;
- (c) the Pilot is denied a FAA medical certificate, or such certificate is suspended or revoked, or Pilot is issued a "special issuance" medical certificate; or
- (d) the Pilot is arrested for any reason by any law enforcement agency.

5.3 Pilot shall inform Operator of any illness or incapacitation of any nature if Pilot is assigned a flight during such illness or incapacitation.

## 6. PILOT FEES AND EXPENSES

6.1 Unless otherwise agreed, Operator shall compensate Pilot and reimburse Pilot's reasonable and proper expenses according to the attached *Exhibit A* as described in the exhibit.

6.2 Pilot shall provide Operator with an invoice no later than the fifth (5<sup>th</sup>) day of each calendar month which shall detail the charges incurred during the preceding month. Such invoice shall include professional fees, other charges such as (but not limited to) aircraft catering, reasonable crew expenses, operational fees, aircraft stock, fuel purchases, and any other fees or expenses incurred by Pilot during the operation of the Aircraft. Whenever possible, Pilot shall use any credit cards or accounts provided by the Aircraft owner or Operator. Use of any such credit cards or accounts is strictly limited to purchases for the benefit of the owner or Operator of the Aircraft. Unless otherwise requested, payment of such invoices shall be made to Pilot at the address described in paragraph 10.8 below within thirty (30) days of the receipt of such an invoice. Pilot shall provide originals or true and correct copies of all invoices forwarded to or otherwise paid by Operator pursuant to the provisions of this Agreement. Any and all obligations and payments are due and performable and payable in Gregg County, Texas

6.3 Unless otherwise agreed, Operator shall notify pilot within 24 hours of scheduled flight, of any cancellations or trip detail adjustments including weather and maintenance limitations. Any cancellations within described window will permit pilot to invoice a minimum of one day of compensation listed in *Exhibit A*.

## 7. PILOT APPEARANCE AND PROFESSIONALISM

7.1 Unless otherwise agreed upon, the Pilot is expected to present a professional, business-like image to clients, airport personnel and the public. Pilot attire is dress slacks, dress shoes or boots and a collared shirt. Under no circumstance will cargo pants, t-shirts or tennis shoes be tolerated.

7.2 The Pilot is held accountable for their personal, professional, and ethical behavior. Pilot will not use profanity around clients or airport personnel. No tobacco products are to be consumed inside the aircraft or around clients.

7.3 Pilot will be expected to leave aircraft in the condition it was found in; seatbelts crossed, blinds drawn, ice bins and coffee pot emptied and sterilized, trash can emptied with new trash bag inserted. Pilot will inform Operator after each flight of aircraft stock, and any squawks necessary to be addressed prior to the next flight.

## 8. LIMITATIONS ON USE

8.1 At all times at which any Aircraft is operated on behalf of owner or Operator by Pilot pursuant to this Agreement, such Aircraft shall be flown solely for the benefit of owner or owner's guests, solely under FAR Part 91. No carriage for hire shall occur at any time, for any reason, under this Agreement. PILOT ACKNOWLEDGES THAT NO AIRCRAFT WILL BE OPERATED UNDER THIS AGREEMENT PURSUANT TO FAR PART 135, OR ANY FORM OF CARRIAGE FOR HIRE, REGARDLESS OF WHETHER THE AIRCRAFT IS ON A FAR PART 135 CERTIFICATE, AND REGARDLESS OF ANY QUALIFICATIONS OF PILOT.

8.2 Aircraft shall not be used or allowed to be used for the transportation of any explosive, hazardous, or highly flammable materials of any kind.

8.3 Pilot acknowledges that the Aircraft will not be operated outside of the continental limits of the United States of America unless approved in writing by either the owner of the Aircraft or Operator.

## 9. **INSURANCE**

9.1 Pilot is not responsible for the procurement or maintenance of insurance on the Aircraft. However, Pilot agrees to ensure that at all times he is acting as a flight crewmember under this Agreement, he/she either meets the "open pilot" requirements of the policy of insurance covering the Aircraft or he/she is accepted by the insurance company as an approved pilot. Pilot agrees to immediately inform Operator of any condition or situation which would, or possibly could, disqualify him/her as a pilot on the Aircraft. Pilot expressly agrees not to perform any act or omission that would in any way compromise or invalidate any policy of insurance covering any Aircraft flown under this Agreement.

## 10. **COMPLIANCE WITH LAWS AND REGULATIONS**

Pilot expressly agrees to fully comply with all FARs and any other laws, statutes or regulations regarding the operation of the Aircraft at all times. In the event Pilot deviates from any FARs, statutes or regulations which result in any adverse action by the FAA or any other enforcement agency, Pilot assumes full responsibility for any fines, penalties or liens resulting from such deviation.

## 11. **GENERAL PROVISIONS**

### 11.1 Applicable Law

This Agreement shall be construed and enforced under and in accordance with and shall be governed by the laws of the State of Texas, and applicable laws of the United States. The Parties agree that venue for purposes of any and all lawsuits, causes of action, or other disputes shall be in Gregg County, Texas.

## 11.2 Assignment

No party hereto may assign this Agreement without first obtaining the written consent of the other party. All provisions of this Agreement shall extend to and bind, or inure to the benefit of each and every one of the representatives, successors and assigns of Operator and Pilot.

## 11.3 Waiver of Breach

The waiver of any Party hereto of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different provision of this Agreement.

## 11.4 Rights and Remedies Cumulative

The rights and remedies created by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights which the Parties may have by law, statute, ordinance, or otherwise.

## 11.5 Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. To the extent necessary, the Parties agree to work out a mutually acceptable resolution of any problems created by such a finding of invalidity or illegality.

## 11.6 Complete Agreement

This Agreement contains the entire agreement of the Parties and there are no representations, inducements, promises or agreements, oral or written, between the Parties other than those set forth in this Agreement regarding the subject matter of this Agreement. No agreement of any kind shall be binding upon either party unless and until the agreement has been made in writing and duly executed by the Parties. Upon execution of this Agreement by the Parties, all previous agreements, contracts, oral understandings or representations of any kind, oral or written, respecting the subject matter of this Agreement are hereby superseded and cancelled.

## 11.7 Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and signed by the Parties.

## 11.8 Notices

Notices required to be given to either party under this Agreement shall be considered to have been delivered on the date on which such notice is personally delivered to the other party, or three (3) days after such notice is deposited with the United States Postal Service, first-class, registered or certified mail, return receipt requested, postage prepaid, or delivered via Federal Express or UPS, addressed to the party at the following address:

If to Pilot:

**123 AVIATION DRIVE  
CLOUD 9 TX. 12345  
ABC AVIATION@gmail.com**

If to Operator:

**456 GET AIRBORN RD.  
HOTPLACE TX.67890  
XYZLLC@gmail.com**

The Parties may change the address to which notices are to be sent by giving the other Party written notice of such change.

## 11.9 Mediation and Litigation

In the event any legal dispute arises between the parties regarding the terms or performance of this Agreement, and such dispute cannot be resolved by informal means, then, unless injunctive relief is sought, the Parties agree to mediate the dispute prior to any litigation being filed. Failure or refusal to mediate as required by this paragraph shall be a material breach of this Agreement, and the breaching party agrees to reimburse the non-breaching party all of the non-breaching party's reasonable legal expenses, including but not limited to attorney's fees and costs of litigation, incurred in such litigation, regardless of the outcome of the litigation. Venue for any litigation shall be Caddo Parish, Louisiana.

## 11.10 Representations

No representations, promises, guarantees or warranties were made to induce either party to execute this Agreement other than those expressly stated in this Agreement.

#### 11.11 Multiple Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement. In the event a comparison of the multiple agreements reveals that the Agreement contains differences or inconsistencies, then the Agreement which is first executed and signed by the Parties shall be deemed the original Agreement and all other Agreements, although duly signed by the Parties, shall be deemed inferior and subordinate to the first signed Agreement. A true and exact copy of this Agreement shall be considered as valid as an original.

#### 11.12 Force Majeure

The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes but is not limited to, acts of God, strikes, acts of a public enemy, wars, terrorism, lightning, fire, hurricanes, floods, storms, explosions, acts or restraints of any governmental authority, civil disturbances, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of due diligence could not reasonably be prevented or overcome.

#### 11.13 Independent Contractor

Nothing contained in this Agreement shall in any way create any association, partnership, agency or joint venture relationship between the Parties hereto or be construed to evidence the intention of the Parties to constitute such. The Parties expressly agree that Pilot is an independent contractor, and not an employee, partner or agent of Operator. Nothing contained in this Agreement shall in any way create any employee or employer relationship between the Parties, and any person operating Aircraft under this Agreement is doing so as an independent contractor.

#### 11.14 No Principal/Agent Relationship

Nothing contained in this Agreement shall in any way create any principal/agent relationship between the Parties, which relationship is expressly and mutually disavowed.

#### 11.15 Confidentiality

Pilot expressly agrees to not reveal the terms of this Agreement to any third party, including but not limited to any Aircraft owner.

Entered into and effective as of the Effective Date (last signature date below).

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed as of the day and year set forth below opposite their respective signatures.

**PILOT:**



**ABC AVIATION  
123 AVIATION DRIVE  
CLOUD 9 TX. 12345  
ABCAVIATION@gmail.com**

Signature: \_\_\_\_\_

Name: Captain Awesome

Title: Contract Pilot

Date: \_\_\_\_\_

**CLIENT:**

**XYZ, LLC  
456 GET AIRBORN RD.  
HOTPLACE TX.67890  
XYZLLC@gmail.com**

Signature: \_\_\_\_\_

Name: John Doe

Title: President

Date: \_\_\_\_\_

**EXHIBIT A**

**Pilot: CAPTAIN AWESOME**

**FAA Cert. No.:** 1234567

**Date and Type of last Flight Review:** 12/07/2020 - CE 500 RECURRENT TRAINING

**Medical Certificate:** Class 2nd

**Date of issuance:** 04/06/2021

**Total hours:** 2000

**TypeRatings:** CE500

**Compensation:** \$800 PER DAY SINGLE PILOT \$1200 PER DAY FOR CREW

**Effective Date of Agreement:** July 1st, 2021