

This Agreement may be used as a resource for customized contract development although it is recommended that this be supported by independent research on the suitability of its content for the specific requirements of implementers. It is not intended to provide legal advice and must not be relied upon as such. THIS LEASE IS PROVIDED “AS IS” AND WITHOUT WARRANTIES (WHETHER EXPRESS OR IMPLIED), AND ANY DAMAGES RESULTING FROM ITS USE ARE DISCLAIMED.

PROFESSIONAL SERVICES CONTRACT
BETWEEN
(AVIATION ORGANIZATION)
AND
FOR
CONTRACT CREW SERVICES

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PROFESSIONAL SERVICES CONTRACT

BETWEEN

(AVIATION ORGANIZATION)

AND

FOR

CONTRACT CREW SERVICES

PARTIES

The Parties to this Contract are (Aviation Organization) (hereinafter "Company" or "(Aviation Organization)") whose address is _____ and (hereinafter "Associate") whose address is _____.

ARTICLE 1. DEFINITIONS

Defined Terms:

Affiliate(s) shall mean any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to parents or subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party.

Company's Facilities shall mean any facilities owned, operated or otherwise controlled by Company that require Company authorization to obtain access.

Personnel shall mean the employees of Associate or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

Service(s) shall mean any labor, skill or advice provided to Company pursuant to this Contract.

Subcontractor shall mean any individual, firm, partnership, corporation or contractor, at any tier, having an agreement with Associate or its subcontractor to perform a portion of Associate's obligations under this Contract.

Work as used herein, shall mean all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by Associate, including furnishing of all products and/or Services (supervision, labor, materials, equipment and other supplies, etc., in addition to obtaining all licenses and permits), in accordance with the terms and conditions set forth herein and inclusive of those detailed herein.

Workers' Compensation Laws shall be defined as the applicable statutory requirements of the state and/or federal regulations where the Work is to be performed.

ARTICLE 2. DESCRIPTION OF WORK

Associate shall perform the Work as required in Exhibit A, "Scope of Work," or any later Scope of Work attached hereto and by this reference incorporated herein.

ARTICLE 3. PERIOD OF PERFORMANCE

Time is of the essence. Associate shall commence performance and shall complete the Work all as described in the appropriate Scope of Work.

ARTICLE 4. CONSIDERATION AND PAYMENTS

As full consideration for the satisfactory performance of Associate's obligations under this Contract, Company will pay Associate within thirty (45) calendar days upon receipt of invoice in strict accordance with Exhibit B "Pricing Schedule," attached hereto and by this reference incorporated herein.

Associate shall submit invoices for payment for Services received under this Contract. All invoices shall reference the individuals name, date(s) of service, rate per day, total rate, aircraft tail number, flight leg number and separately listed expenses.

All invoices shall be addressed as follows:

(Company Name Here)
Attn: Accounts Payable

INVOICES THAT DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT
ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

Invoices are also to be sent to ___(e mail address)___ and made available in an electronic format compatible with Microsoft Excel (.xls, .xlsx or .csv).

ARTICLE 5. TRAVEL

Pre-approved expenses for travel and related expenses will be reimbursed at Associate’s cost to the extent that such expenses are supported by original receipts or invoices. Travel and expense invoices shall be submitted along with invoices for the completion of each deliverable as noted above. Upon execution and as changes occur, (Aviation Organization) will furnish in written form its Contract Crew Member Travel Policy and Associate will ensure contractors abide by said policy. In the event contractor does not abide by the (Aviation Organization) travel policy, (Aviation Organization) will not be responsible for reimbursement of the expense.

ARTICLE 6. TAXES

The consideration as stated in ARTICLE 4, CONSIDERATION AND PAYMENTS includes all taxes to be borne by Company arising out of Associate's performance hereunder including, without limitation, sales and use, and value-added taxes. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item. Upon request of Company, Associate shall promptly provide to Company evidence of payment of all state and local sales and use, and value-added taxes.

ARTICLE 7. TERM

The initial term of this Agreement shall commence on the date hereof and continue for a period of _____ years ("Initial Term) unless earlier terminated in accordance with Articles 18 and 19 below.

ARTICLE 8. DESIGNATED REPRESENTATIVE AND NOTICES

Prior to commencement of the Work, each Party shall designate a representative authorized to act in its behalf and shall advise the other Party in writing of the name, address, and telephone number of such designated representative, and shall

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____

inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated representatives. Either Party may change the identity or address of its designated representative by giving the other Party written notice of such change.

Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative.

If to Company:

If to Associate:

Attn:

Attn:

Telephone:

Telephone:

ARTICLE 9. PROFESSIONAL RESPONSIBILITY

Associate shall perform the Work using the standards of care, skill, and diligence normally provided by a professional in the performance of similar Services, and shall comply with all codes and standards applicable to the Work.

ARTICLE 10. CHANGES

Company may at any time in writing require changes and/or additions within the general scope of this Contract or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and other such provisions of this Contract as may be affected shall be made and this Contract shall be modified in writing accordingly. No change shall be binding upon Company until a change order is executed by an authorized representative of Company which EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE ORDER TO THIS CONTRACT. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED COMPANY REPRESENTATIVE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE ORDER PURSUANT TO THIS ARTICLE.

Nothing contained in this paragraph shall excuse Associate from proceeding with the prosecution of the Work in accordance with the Contract.

ARTICLE 11. INSURANCE AND WORKERS' COMPENSATION

Without limiting any liabilities or any other obligations of Associate, Associate shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better the following insurance coverage:

Workers' Compensation. Associate shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof satisfactory to Company prior to commencing Work.

Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

A certificate in a form satisfactory to Company certifying to the issuance of such insurance shall be furnished to Company prior to commencement of Work by Associate.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____

ARTICLE 12. INDEMNIFICATION

Each party specifically and expressly agrees to indemnify, defend, and hold harmless the other Party and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of their respective Indemnitees resulting from or arising out of any breach of this Agreement by the other Party, negligence or wrongful acts of the other Party, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of such Party's obligations under this Agreement or in any way related to this Agreement. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of Company, Associate or any third party;
- b. Bodily or personal injury to, or death of any person(s), including without limitation employees of Company, or of Associate or their respective Subcontractors of any tier; and
- c. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of either Party or their Subcontractors of any tier.

The invalidity, in whole or part, of any of the foregoing paragraphs shall not affect the remainder of such paragraph or any other paragraph in this Article.

Each Party's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the other Party's Indemnitees.

ARTICLE 13. CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, ARISING OR RELATED TO THIS CONTRACT, WHETHER SUCH DAMAGES ARE ARISING FROM CONTRACT OR OTHERWISE AND IRRESPECTIVE OF WHETHER COMPANY HAD NOTICE OF ANY SUCH CLAIM.

ARTICLE 14. ASSOCIATE'S PERSONNEL/DRUGS, ALCOHOL AND FIREARMS

Associate shall employ in the performance of the Work only persons qualified for the same. Associate shall at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Associate shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work under this Contract, or upon any of the grounds occupied, controlled, or used by Associate in the performance of the Work. Associate shall immediately remove from the Work, whenever requested by Company, any person considered by Company to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

ARTICLE 15. SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY

- a. Associate shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. Associate shall subject each of the Personnel to a drug test at Associate's sole cost and expense. Such drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off."
- b. For any Personnel who have had a recent drug test, such recent drug test shall be documented pursuant to the previous paragraph. Associate warrants that Associate and the Personnel are in compliance with Associate's substance abuse/drug and alcohol policy.

- c. During the course of Work performed under this Contract, Associate shall keep accurate and detailed documentation of its drug policy and Personnel drug tests, which it shall submit to Company upon request.
- d. Associate shall designate one person to be responsible for compliance with the requirements of this Article and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

ARTICLE 16. LAWS AND REGULATIONS

Associate shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Associate shall comply with equal opportunity laws and regulations to the extent that they are applicable. Associate confirms that its employees and its Subcontractors employed in the performance of the Work may legally work in the United States.

Associate shall indemnify, defend, and hold harmless Company, its officers, directors, employees, and agents from all losses, costs and damages by reason of any violation thereof and from any liability, including without limitation, fines, penalties, and other costs arising out of Associate's failure to so comply.

ARTICLE 17. CLAIM NOTICE AND RESOLUTION PROCEDURE

In the event Associate has a claim or request for a time extension, additional compensation, any other adjustment of the Contract terms, or any dispute arising out of the Work (hereinafter "Claim"), Associate shall notify Company in writing within five (5) business days following the occurrence of the event giving rise to the Claim. Associate's failure to give notice as required will constitute a waiver of all of Associate's rights with respect to the Claim.

As soon as practicable after Claim notification, Associate shall submit the Claim to Company with all supporting information and documentation. Associate shall also respond promptly to all Company inquiries about the Claim and its basis.

Any Claim, which is not disposed of by mutual agreement between the Parties, shall be decided by Company, which shall provide a written decision to Associate. Such decision shall be final unless Associate, within thirty (30) calendar days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. It is agreed that Associate's failure to protest Company's decision shall constitute a waiver by Associate of its Claim. If after receipt of written protest a mutual agreement between the parties cannot be reached, Associate and Company agree to third party mediation to settle said claim. Even if a Claim arises, Associate shall continue its performance of this Contract.

ARTICLE 18. TERMINATION FOR CONVENIENCE

Company and Associate may terminate this Contract at any time without cause prior to its completion by sending to Associate or Company as applicable written notice of such termination. Upon such termination, Company will pay to Associate an equitable amount for all Work satisfactorily performed by Associate as of the date of termination. Company shall not be liable for anticipated profits based upon Work not yet performed.

ARTICLE 19. TERMINATION FOR CAUSE

- 1. For purposes of this Contract, a default by Associate shall be the occurrence of any of the following:
 - a. A breach by Associate of any of its obligations under this Contract, if such breach continues uncured for a period of ten (10) calendar days after receipt of written notice from Company, unless such breach cannot by its nature be remedied within such period in which event Associate shall provide evidence satisfactory to Company within ten (10) calendar days after receipt of such notice that such breach will be corrected or that Associate is making reasonable progress to that end. For purposes of the Contract, a default by Associate shall be deemed to include, without limitation, Associate's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform the Work described in this Contract properly, or Associate's failure in any respect to prosecute the Work described in this Contract or any part thereof with promptness, diligence, and in accordance with all of the provisions hereof;

- b. A determination that any representation, statement, or warranty made by Associate in this Contract, the Associate's proposal, or any other statement, report, or document that Associate is required to furnish to Company was false or misleading in any respect;
 - c. The filing by or against Associate of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the making by Associate of any assignment for the benefit of creditors; the filing by or against Associate for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of Associate's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; the attempt by Associate to make any adjustment, settlement, or extension of its debts with its creditors generally; the insolvency of Associate; the filling or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Associate's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof.
 - d. A Material Adverse Change has occurred with respect to Associate and Associate fails to provide such performance assurances as are requested by Company.
2. Upon the occurrence of any such default, following the applicable process described in this ARTICLE 19, TERMINATION FOR CAUSE, Company shall be entitled upon written notice to Associate and without notice to Associate's sureties and without limiting any of Company's other rights or remedies, to terminate this Contract or to terminate Associate's right to proceed with that portion of the Work affected by any such default.
 3. Upon termination of this Contract or any portion of this Contract upon a default by Associate, Company shall be entitled to pursue any and all rights and remedies that it may have against Associate under this Contract or at law or in equity.
 4. Upon receipt of any such written notice of termination of the entire Contract or of any right to proceed with any portion of the Work following the applicable process described in this ARTICLE 19, TERMINATION FOR CAUSE, Associate shall, at its expense, for that portion of the Work affected by any such termination;
 - A. Assess the status of any Service still due and preserve any Work performed; and
 - B. To the extent that they are assignable, assign to Company any and all subcontracts and equipment rental agreements as designated in writing by Company.

In the event of such termination, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all equipment, tools, documents and deliverables belonging to or under the control of Associate, and may use them or may finish the Work by whatever method it may deem expedient including the hiring of another contractor or contractors under such form of agreement as Company may deem advisable while still maintaining Associate's obligation to mitigate damages, or Company may itself provide any labor or materials and perform any part of the Work. Notwithstanding anything to the contrary contained herein, In the event of such a termination, Associate shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of Associate's compensation hereunder shall exceed the sum of the expense of finishing the Work plus compensation for additional managerial and administrative services and such other costs and damages as Company may suffer as a result of Associate's breach, such excess shall be paid to Associate. Failure of Company to exercise or its exercise of any of its rights hereunder shall not excuse Associate from compliance with the provisions of the Contract nor prejudice rights of Company to recover damages for such default.

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES

Associate shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards including, without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Associate shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Associate shall indemnify, defend and hold harmless Company, its directors, officers, employees, and agents from all losses, costs, and damages by reason of any violation thereof and from any liability, including, without limitation, fines, penalties, and other costs arising out of Associate's failure to so comply.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____

ARTICLE 21. INDEPENDENT CONTRACTOR; BENEFITS; LIABILITY

Associate is an independent contractor and not an employee of Company, and all persons employed by Associate in connection herewith shall be employees of Associate and not employees of Company in any respect. Associate is not an agent of Company and shall maintain complete control over its employees. Nothing herein shall be construed or implied to create a partnership, agency, joint venture, employer-employee, or any other relationship between Associate and Company.

Associate and Associate's employees are not employees of Company and are not entitled to participate in any health insurance program, life or disability insurance program, pension or retirement program, severance program, incentive compensation program, or any other welfare, pension, compensation, fringe or other benefit plan, program or arrangement sponsored or offered by Company to any of its employees, directors, officers, or other persons providing services to Company or any Company affiliates, and Associate hereby expressly waives, releases and forever discharges Company from any claims, rights or entitlements Associate may have or allege for any such benefit program, plans or arrangements.

Associate agrees Company shall have no obligation under federal, state, local or other applicable law with respect to any liability or obligation which Company would otherwise incur were Associate's relationship with Company determined to be an employer-employee relationship, and that the total commitment and liability of Company with respect to this Contract shall be limited to the fees and expenses as set forth herein. All taxes, contributions and tax returns applicable to any amounts paid by Company to Associate hereunder shall be the liability and sole responsibility of Associate, and Company shall not withhold or pay any amounts relating to any taxes or contributions imposed by any governmental or other public agency with respect to any amounts paid to Associate pursuant to this Contract, including but not limited to, any federal, state or municipal income tax, Social Security, unemployment insurance, state disability insurance or workers' compensation. Associate shall be personally liable for all income taxes, Social Security, Medicare, unemployment insurance contributions and similar payments. Associate hereby agrees to indemnify and defend Company against any and all claims for such taxes, payments and contributions, including penalties and interest.

ARTICLE 22. ASSIGNMENT

Associate shall not assign this Contract, or any part hereof, or any rights or responsibilities hereunder without the prior written consent of Company, and any attempted assignment in violation hereof shall be void.

ARTICLE 23. SUBCONTRACTS

Associate shall neither subcontract nor permit any portion of the Work to be subcontracted without the prior written consent of Company; and Associate shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relationship between the Subcontractors of any tier and Company.

ARTICLE 24. SEVERABILITY

Any provisions of this Contract prohibited or rendered unenforceable by law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

ARTICLE 25. APPLICABLE LAW AND VENUE; JURY WAIVER

This Contract is entered into and performed in part in _____ and shall be governed by and construed in accordance with the laws of the State of _____. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of ____ and Associate consents to jurisdiction by such courts.

ASSOCIATE AND COMPANY EACH HEREBY KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR RELATING HERETO.

ARTICLE 26. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE

This Contract and any referenced attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject of matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. In the event of a conflict between (i) any scope of work, schedules or other attachment or exhibit to this Contract and (ii) the above terms and conditions of this Contract, the above terms and conditions of this Contract shall take precedence and control.

Company assumes no responsibility for any understanding or representation made by any of its employees, officers, or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representation is expressly stated in the Contract.

The Parties intend that the terms and conditions of this Contract, its referenced attachments, and any purchase order or work releases that may be issued relating to this Contract should be complementary with each other; however, in the event of a conflict between the terms and conditions of any purchase order or work releases and those of the Contract, the terms and conditions of the Contract shall take precedence and control over any other correspondence, purchase order or work releases.

ARTICLE 27. EXECUTION AND EFFECTIVE DATE

This Contract has been executed by duly authorized representatives of the Parties and shall be effective as of date of execution by the Company.

ASSOCIATE:

**COMPANY:
(Company Name Here)**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

(Date Executed)

Title: _____

(Date Executed)

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____

Exhibit A – Scope of Work

shall furnish to (Aviation Organization), subject to the terms and conditions contained herein and in the Agreement, the following services (“Services”):

- **QUALIFIED FLIGHT CREW: Associate will identify, procure, schedule and provide to (Aviation Organization) qualified flight crew for use on (Aviation Organization) managed aircraft, operated under Part 91 and Part 135 of the Federal Aviation Regulations (“FARs”).**
- Associate pilots that meet minimum (Aviation Organization) qualifications will be limited to Part 91 operations unless (Aviation Organization) and the Associate agree to specific training arrangements that will enable a Associate pilot to fly (Aviation Organization) trips under Part 135, (Aviation Organization)'s placement of such Associate pilot under (Aviation Organization)'s drug and alcohol testing program, verification by (Aviation Organization) of such pilots compliance with flight and duty time and other applicable qualification for flight as required under FAR Part 135.
- The Associate will perform payroll services by providing payment to all crew members referred to (Aviation Organization) including withholding all appropriate employer and employee related taxes and submitting to appropriate tax authorities.
- The Associate must be available 24/7 to take calls, fulfill requests, and respond to issues.
- The Associate must return calls or respond to e-mails within an appropriate period of time.
- Notwithstanding employment by Associate, each pilot, and (Aviation Organization) shall inform such pilot, that they serve, during any flight at the exclusive direction and control of either the operator of any Part 91 flight or the air carrier operating any Part 135 flight. Associate shall not have and shall not interfere with the operational control of any such flight and hereby relinquishes any right it may have to control, direct, instruct or in any way influence such pilot, during any flight by such operator of any Part 91 flight or the air carrier operating any Part 135 flight.

MINIMUM QUALIFICATIONS:

Associate supplied flight crew must meet the following minimum requirements as defined by (Aviation Organization), although (Aviation Organization) will have the right to waive these requirements at any time:

Background check requirements:

- New flight crew identified for (Aviation Organization) flight crew services will immediately be run through a background check process. For requests with less than 2 business days notice, Associate will allow use with Instant search results only. Associate will not send contractor out on second assignment until full background screens have been completed/received.
- Instant search Results:
 - OFAC FBI Search
 - People Search
 - US Criminal Search – Felony & Misdemeanor Convictions
 - MVR
- Full background screen:
 - All items listed in “Instant search Results” above plus:
 - FAA Incident & Accident Record
 - Manual County & State Criminal Checks

Associate pilots supplied to (Aviation Organization) must meet (Aviation Organization)’s minimum hiring requirements specified below:

- PIC candidates must have ____ hours total time.
- SIC candidates must have ____ hours total time.
- PIC and/or SIC candidates must hold an Airline Transport (ATP) rating.
- PIC and/or SIC candidates must have a minimum of ____ hours time in type.
- PIC and/or SIC candidates must have a current 1st class medical certificate.
- PIC and/or SIC candidates must be current and qualified in the aircraft type being assigned to and must have completed any applicable differences training.

Procurement of Services:

- Prior to any flight or series of flights, (Aviation Organization) and the Associate shall execute a written request for services setting forth (Aviation Organization)'s crew needs, the equipment to be operated, and the anticipated dates of service.
 - The written request can be on an (Aviation Organization) form, a Associate supplied form, or via e-mail. (Aviation Organization) will determine which method is most effective for the business and communicate to Associate accordingly.
 - Once a written request for service has been executed by (Aviation Organization) and the Associate, the Associate, if able, will commit the crew members and services necessary to satisfy (Aviation Organization)'s specified requirements.

TRANSPORTATION AND HOTEL SERVICES:

- The Associate shall make transportation and hotel arrangements for provided crew members only when such services have been requested by (Aviation Organization) via a written request for services.
- When (Aviation Organization) requests that transportation and hotel services be arranged by the Associate, the following limitations shall apply, but may but waived by (Aviation Organization) as circumstances dictate:
 - Domestic hotel rates shall not exceed \$175 per day plus tax.
 - International hotel rates shall not exceed \$275 per day plus tax.
 - Chauffeured autos will not be booked.
 - Rental cars, for the purpose of traveling to and from the airport at the beginning and end of a trip, are permissible as long as the drive time (one way) for the referred crew member is estimated to be in excess of one hour.
 - Rental cars are limited to intermediate size automobiles.
 - Airline reservations must be made using the most cost effective ticket options available that allow the crewmember an adequate and reasonable amount of rest required to perform services for (Aviation Organization).
 - Deviations from the above limitations require written approval from (Aviation Organization).
 - In all cases, the Associate shall comply with (Aviation Organization)'s Contract Crew Member Travel Policy.

Exhibit B - Pricing Schedule & Terms

Associate Pilot Cost of Services

Aircraft Types	Daily Rate	
	Domestic	INTL

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____

ADDITIONAL PILOT PRICING DETAILS:

Daily Rates: Pilot rates are inclusive of all taxes and fees.

After Midnight Arrivals: Duty days arriving after midnight local time are considered to be a single duty day if the duty time is under 14 hours and reasonable post flight duties are completed prior to 0200 local. After 0200, a second duty day may be billed because the crewmember is limited in ability to work that day due to crew rest requirements.

Positioning: Daily rates apply to positioning days.

Trip Cancellation: Client will be subject to the following Cancellation Policy: If _____ is notified of trip cancellation after 5pm the day before the scheduled trip departure or "Show-No Go", the full duty day fee plus incurred travel expenses will be billed to Client. Cancellations prior to 5pm the day prior will not be subject to any fee's.

If the trip duration exceeds 3 duty days, _____ will bill for 1/2 of the scheduled duty days not to exceed 4 duty days. _____ will bill Company for any non-refundable travel expenses incurred.

PAYROLL & BILLING ARRANGEMENTS:

Invoices will be submitted to (Aviation Organization) on a weekly basis. (Day of the week to be determined) Each contracted trip will be billed separately.

Invoices shall include the following minimum information

- Aircraft Registration #
- Request I.D.
- Name of crewmembers
- Day rate amount
- Date(s) of service(s)

Associate payment to flight crew will be completed within 21 days of Associates invoice to (Aviation Organization) for said flight crew's trip.

Payment Control Process

Services will be arranged only upon written approval (email acceptable) from approved (Aviation Organization) employees as provided by (Aviation Organization) management and updated as required. Written approval will include the following minimum information.

- Date of Request
- Date(s) of service(s)
- Total usage days
- Day rate amount
- Request I.D.
- Notes and agreement of coordination of travel services if applicable

Payment will be made only upon written approval (email acceptable) from approved (Aviation Organization) employees as provided by (Aviation Organization) management and updated as required upon written presentation of employee check (email acceptable).

OTHER REIMBURSABLE EXPENSES:

Associate method for calculating mileage rate is the IRS published guidelines. All other expenses will follow the (Aviation Organization) Contract Crew Member Travel Policy.

Associate agrees to perform an initial validation of travel related expenses to the (Aviation Organization) Contract Crew Member Travel Policy.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Associate: Initial _____

Company: Initial _____