

# ILLINOIS AVIATION ACADEMY

32 W 751 TOWER ROAD, WEST CHICAGO, IL 60185  
PHONE: 630-513-2224 FAX: 630-513-8704

## CATALOG AND TRAINING AGREEMENT

The purpose of this agreement is to supplement Illinois Aviation Academy's renter's agreement, course catalog and rules of operation agreements by clarifying the procedures that will be used in any of the training programs offered at Illinois Aviation Academy, Inc. It is necessary for all parties to understand the time and financial commitments set forth by both Illinois Aviation Academy and the student. This document is a legally binding instrument when signed by the student and accepted by Illinois Aviation Academy, Inc.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
 SSN (last 4): \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Bus.: \_\_\_\_\_

\*Course time-line and hours may vary do to weather, mechanical and student schedules\*

COURSE INFORMATION			
COURSE NAME	CLASS HOURS (GROUND)	CLASS HOURS (FLIGHT)	COURSE DESCRIPTION

PAYMENT INFORMATION								
PROJECTED Start date	PROJECTED Graduation Date	COSTS						
		Registration	Tuition	Aircraft Rental	Books and Materials	FAA Exams	Room and Board	Total Costs

PAYMENT SCHEDULE		
PAYMENT METHOD	DISBURSEMENT DATE	AMOUNT SUBMITTED

Under the law you have the right, among others, to pay the full amount due and to obtain under certain circumstances a partial refund of any finance charge

### Flight Experience

Certificate #: \_\_\_\_\_ Class: PVT  INST  COMM  ATP  SEL  MEL  Date: \_\_\_/\_\_\_/\_\_\_

Additional ratings: \_\_\_\_\_ Aircraft last flown: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Total Time: \_\_\_\_\_ PIC: \_\_\_ X-C: \_\_\_ Inst: \_\_\_ Actual: \_\_\_ Complex: \_\_\_ Multi: \_\_\_

Date of Last BFR: \_\_\_/\_\_\_/\_\_\_ Dual Instruction: \_\_\_/\_\_\_/\_\_\_ Medical: \_\_\_/\_\_\_/\_\_\_ (Type) \_\_\_\_\_

	Circle One	IF YES, PLEASE EXPLAIN (Location, Date & Resolution)
Have you ever had an accident while PIC?	Y N	
Have you ever been involved in a FAR violation?	Y N	
Have you ever been involved in an incident while flying?	Y N	
Has your piloting privilege ever been suspended or revoked?	Y N	
Has your driving privilege ever been suspended or revoked?	Y N	
What are your flight intentions with the Illinois Aviation Academy (Instruction, pleasure, Business)?		

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## CATALOG AND TRAINING AGREEMENT

### BUYER'S RIGHT TO CANCEL AND REFUND POLICY ATTACHMENT

#### **"BUYERS RIGHT TO CANCEL"**

The student has the right to cancel the initial enrollment agreement until midnight of the fifth business day after the student has accepted, and if the right to cancel is not given any prospective student at the time the enrollment agreement is signed, then the student has the right to cancel the agreement at any time and receive a refund of all monies paid to within 10 days of cancellation, less initial down payment, not to exceed \$100. All cancellations must be in writing and must be delivered to school management.

#### **REFUND POLICY**

1. When notice of cancellation is given before midnight of the fifth business day after the date of enrollment but prior to the first day of class, all application-registration fees, tuition, and any other charges shall be refunded to the student.
2. When notice of cancellation is given after midnight of the fifth business day following acceptance but prior to the close of business on the student's first day of attendance, Illinois Aviation Academy may retain no more than the application-registration fee which may not exceed \$150 or 50% of the cost of tuition, whichever is less.
3. When notice of cancellation is given after the student's completion of the first day of class attendance, but prior to the student's completion of 5% of the course of instruction, Illinois Aviation Academy may retain the application-registration fee, an amount not to exceed 10% of the tuition and other instructional charges or \$300, whichever is less, and subject to the limitation of paragraph 12 of this Section, the cost of any books or materials which have been provided by Illinois Aviation Academy.
4. When a student has completed in excess of 5% of the course of instruction, Illinois Aviation Academy may retain the application-registration fee but shall refund a part of the tuition and other instructional charges in accordance with whichever of the following applies:
  - a). All other schools regulated under the Section may retain an amount computed prorata by days in class plus 10% of tuition and other instructional charges up to completion of 60% of the course of instruction. When the student has completed 60% of the course of instruction, Illinois Aviation Academy may retain the application-registration fee and the entire tuition and other charges.
5. Applicants not accepted by Illinois Aviation Academy shall receive a refund of all tuition and fees paid within 30 calendar days of determination of non-acceptance.
6. Application-registration fees shall be chargeable at initial enrollment and shall not exceed \$150 or 50% of the cost of tuition whichever is less.
7. Deposits or down payment shall become part of the tuition.
8. Aviation Academy shall maintain a written acknowledgment of a student's cancellation or written withdrawal to the student within 15 calendar days of the postmark date of notification. Such written acknowledgement is not necessary if a refund has been mailed to the student within the 15 calendar days.
9. All students must give written notice of cancellation to Illinois Aviation Academy.
10. A student may give notice of cancellation to Illinois Aviation Academy in writing. The unexplained absence of a student from a school for more than 15 school days shall constitute constructive notice of cancellation to Illinois Aviation Academy. For the purpose of cancellation, the date shall be the last day of attendance.
11. Illinois Aviation Academy shall refund all monies paid to it in any for the following circumstances:
  - a). Illinois Aviation Academy did not provide the prospective student with a copy of the student's valid enrollment agreement and current catalog or bulletin.
  - b). Illinois Aviation Academy cancels or discontinues the course of instruction in which the student has enrolled.
  - c). Illinois Aviation Academy fails to conduct classes on days or times scheduled, detrimentally affecting the student.
12. Illinois Aviation Academy will refund any book and material fees when:
  - a). The book and material are returned to Illinois Aviation Academy unmarked (still in the package); and
  - b). The student has provided Illinois Aviation Academy with a notice of cancellation.

**Written Request:** The student must send a written request for refund within the timely terms listed above to: Katherine Shimp, Illinois Aviation Academy, Inc., 32W751 Tower Rd., West Chicago, IL 60185. \*\* Refunds shall be made within 30 days from the date they are approved by Illinois Aviation Academy. \*\*

**Change to Agreement:** Any changes in the agreement shall not be binding on either the student or Illinois Aviation Academy unless such changes have been approved in writing by an authorized official of Illinois Aviation Academy and signed and witnessed by the student or the student's parent or guardian, if the student is a minor.

#### **"NOTICE TO THE BUYER"**

1. Do not sign this agreement before you read it or if it contains any blank spaces.
2. This is a legal instrument. All sides of the contract are binding. Read all sides before signing.
3. You are entitled to receive one copy of the agreement you sign and any information disclosure pages presented by Illinois Aviation Academy.
4. Under the law you have the right, among others, to pay the full amount due and to obtain under certain conditions a partial refund of the finance charge.
5. Every assignee of a student enrollment agreement takes it subject to all claims and defenses of the student or his successors in interest arising under the agreement.

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### AIRCRAFT RENTER'S AGREEMENT ATTACHMENT

Renter agrees to hold harmless Illinois Aviation Academy, Inc., its owner Robert Werderich, its representatives, employees and contracted agents against any and all occurrences, incidents and accidents after which the renter has accepted the aircraft at moment of engine start-up in the condition and maintained state to be found by the renter during their pre-flight phase.

1. All renters are required to comply with all applicable Federal Aviation Rules and Regulations as well as all Federal and State laws.
2. The renter of each aircraft is responsible for the following:
  - a. Thorough pre-flight inspection of the aircraft as specified by the approved POH.
  - b. Thorough use of the aircraft checklist for all stages of flight and ground operations.
  - c. Weight and Balance computations within limits as specified by the approved POH.
  - d. Weather data at airports of departure and arrival, ATC flight delays and NOTAMS.
  - e. A copy of the flight plan or information such as airport of intended landing and time of return must be left with the front desk.
  - f. Removal of any waste from the aircraft, seatbelts straightened and fastened, gust locks in place if outside, aircraft tied-down if outside, chocked if inside.
  - g. A flight plan must be filed for all cross-country flights.
3. All renters must report any damage, inoperative equipment and/or discrepancies immediately upon discovery.
4. Crosswind component is limited to the maximum crosswind component as specified in the approved POH. The maximum crosswind component for student renters is limited to the crosswind component as indicated by your solo endorsement and cannot exceed the maximum crosswind component as specified in the approved POH.
5. Aircraft will be grounded when the surface wind/gusts exceed 25 knots or more unless accompanied by an Instructor.
6. Aircraft are grounded at 5° Fahrenheit. Aircraft off base when temperatures are below 20°F are required to either be hangared, pre-heated, and de-iced (which ever are necessary) at the renter's expense.
7. VFR day minimums are 3000-foot ceilings and 5 miles visibility; VFR night minimums are 3000 foot ceilings and 6 miles visibility.
8. IFR minimums are 300 feet above the highest minimums for a specific approach but never less than 600 feet AGL. Visibility requirements or RVR values are 1 mile or 5000 ft and members are required to provide instrument currency.
9. No renter shall take-off or proceed into thunderstorm activity, hail, moderate &/or severe turbulence or icing conditions. Only aircraft fully equipped with anti-ice and de-ice (boots, windshield heat, prop heat) equipment may be flown in icing conditions.
10. Each renter shall complete an aircraft checkout and complete aircraft checkout paperwork. Each checkout is only valid for the aircraft type to be flown or smaller per manufacturer. Weight & balance and other aircraft specific information must be completed for each type of aircraft flown.
11. Each renter must maintain thirty (30) day currency with Illinois Aviation Academy, Inc. aircraft with at least one hour logged per thirty days.
12. Commercial services with the use of Illinois Aviation Academy, Inc. aircraft are strictly prohibited.
13. International flights are prohibited.
14. Spins, aerobatic and formation flights are prohibited.
15. Touch and Goes are prohibited unless accompanied by an I.A.A. instructor.
16. Required aircraft documents, such as the P.O.H., registration, etc., may not be removed from the aircraft.
17. Gross negligence of aircraft operation such as excessive braking, load factors in excess of category, etc... are prohibited.
18. Renters may not move any aircraft into or out of the hangar. IAA personnel will move all aircraft.
19. Grass strip/soft field landings are prohibited. This is not to include simulated soft field landings.
20. Aircraft rental will be billed from the Hobbs meter and in the event the Hobbs meter is in operative, 1.3 x tachometer will be used.
21. For scheduling purposes, checkride candidates have first choice over all other renters.
22. All flights will be scheduled either through dispatch at 630-513-2224 during normal business hours, or through SchedulePoint.com. All renters are required to fill out a dispatch form and submit it to the front desk in order to get the aircraft logbook. After the flight the renter must check out and pay at the front desk upon the conclusion of each flight. In the event the rental occurs during times other than normal business hours, each renter assumes the responsibility that his/her information is accurate, and that they are qualified to fly the aircraft rented.
23. The minimum billed hours are as follows and are based on the number of hours scheduled:

	Week Day	Week End
7.0 - 9.9 hours scheduled	3.0 hours billed	4.0 hours billed
10.0+ hours scheduled	4.0 hours billed	5.0 hours billed
24. A minimum of ½ of the flight time scheduled, but not to exceed the billing minimums above, will be billed for cancellations not received within the preceding 24 hours. Cancellations such as weather or any reasonable circumstance are excluded.
25. Renters who are more than 25 minutes late for their scheduled flight and who have not given notice, will have their aircraft re-assigned to another renter and/or may be charged a no-show fee.
26. In the event of un-forecasted inclement weather upon the return leg of the flight, minimum hour requirements will be waived.
27. No one may extend a flight time past the scheduled time without approval from management.
28. IAA will not issue credit, reduced rates, refund of dues or fees or the like for the following that include but are not limited to:
  - a. maintenance or in-operative equipment
  - b. aircraft no longer in service with IAA
29. Illinois Aviation Academy has the right to cancel an aircraft without refund or credit any renter for circumstances that include but are not limited to:
  - a. maintenance or in-operative equipment
  - b. inclement weather
  - c. unpaid balance
  - d. currency expiration
  - e. abuse of privileges
30. Illinois Aviation Academy requires thirty (30) day written notice of membership cancellation. Club members are responsible for any outstanding balance or dues prior to management accepting the written notification. Fees and dues will continue to accrue until the balance is paid in full and the notification is accepted.
31. A valid credit card number or security deposit of \$500 must be on account for all members, along with a completed credit card authorization form.
32. A non-refundable fee of \$150.00 is required for all Part 141 applicants prior to enrollment.
33. Membership fees, dues and gift certificates on account are non-refundable and cannot be credited towards the account for future purchases.
34. Penalties will be charged if the following occur and are based upon per occurrence:
  - a. Garbage or trash left in aircraft \$30.00
  - b. Cancellation / No Show Fee \$100.00
  - c. Human/animal bodily secretions, stained interior \$100.00 and/or amount billed by a cleaning professional
  - d. Aircraft left on ramp overnight Fee as imposed by the DPAA or WCFD
  - e. Battery switch on and battery drained \$100.00
  - f. Aircraft damaged Cost of the repair up to the Deductible amt. as stated in the current insurance policy
  - i.e. aircraft pushed into another object, aircraft accident or incident, reckless behavior on the part of the renter, etc...
  - g. Keys left in ignition \$30.00
  - h. Misplaced or lost keys Cost of ignition replacement + amount of lost billable revenue

- i. Aircraft not properly secured  
i.e. gust locks not in place, etc... \$30.00
- j. Canceled check fee \$50.00 per check or maximum allowable by law
- k. Past due balance \$25.00 per month + 1.5% monthly finance charge on average monthly balance
- l. **Early termination of prearranged flight training program \$2500**

- 35. Membership status/flying privileges will be terminated and without refund for any abuse or neglect of the terms stated above.
- 36. Renters are responsible for payment of any charges incurred from negligent use of aircraft or property. Minimum flight times will be billed for each day the aircraft is out of operation. Negligent use includes but is not limited to, exceeding max. load factors, improper start-up, operation or shut-down of the engine, failure to comply with the approved POH and failure to comply with the aircraft checklist.
- 37. Each aircraft is rented as a wet rate; meaning fuel and oil are included in the rental rate. Additional fees such as, but not limited to landing fees, ramp fees or overnight fees are the responsibility of the renter.
- 38. Illinois Aviation Academy reserves the right to amend the regulations stated above without written notice to the renter.
- 39. Renters/Students must not fly while taking any drugs or medications for any physical or mental disabilities.
- 40. Renters/Students agree to inform IAA of any assets, properties or holdings that are currently held under lien or bankruptcy due to poor credit standing.
- 41. IAA suggests that all renters/students hold additional renters insurance to provide proper liability coverage and protection.
- 42. Failure to comply with the above stated terms voids all aircraft and personal insurance coverage provided by IAA and holds owners and representatives harmless for any act of negligent use on the part of the renter.
- 43. Illinois Aviation Academy, Inc. insurance deductible is \$2,000 for non-motion, and \$4,000 for in motion occurrences. Payment of deductible is expected immediately upon damage of aircraft by, or as a result of action by, the renter.
- 44. Renters / Students are financially and legally responsible for all damage caused to the aircraft and to property that occurs when the aircraft is directly and indirectly in control and in use by the renter / student. This includes any and all damage caused that is not considered "wear and tear" items.
- 45. Payment for all services rendered are made prior to, or at the conclusion of each flight.

**Student Acknowledgements**

I hereby acknowledge the following:

- 1. Receipt of the current catalog and renter's agreement and agree to abide the terms set within.
- 2. If accepted by Illinois Aviation Academy, I understand that my enrollment may be terminated if I fail to comply with attendance and financial requirements or if I disrupt the normal activities of the Academy.
- 3. I understand that I have to pass an FAA Medical exam to clear me for flight training and that if I have any medical issues, take medications unapproved by the FAA, or have any civic complications, prior to , during and upon attainment of my endorsement but before my FAA check-ride, that the aforementioned actions or occurrences would make me an undesirable candidate for the flying program, and make it legally impossible to attaining my FAA pilots license, I will not hold Illinois Aviation Academy liable for any tuition submitted and used until the point of the aforementioned occurrence, and in accordance with the Illinois State Board of Education's refund policy reiterated above.
- 4. I understand that I must receive a passing grade for practical and written examinations, and that I must be current on my financial obligations to Illinois Aviation Academy before a certificate, check-ride endorsement, and transcript can be awarded to me.
- 5. I fully understand that no job guarantee is promised or implied as an inducement for a prospective student to enroll.
- 6. I have read and received an exact copy of the Enrollment Agreement.
- 7. I fully understand that any cancellation must be in writing and delivered to the school management.

This is a legally binding instrument only when the agreement is accepted, signed and dated by the authorized official of Illinois Aviation Academy

**\*\* TERMS AND CONDITIONS OF THE AGREEMENT ARE NOT SUBJECT TO ORAL AMENDMENT OR MODIFICATION. \*\***

\_\_\_\_\_  
Signature of Applicant / Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agreement accepted by Enrollment Representative / Date  
Consignor required if under 18 years of age.

\_\_\_\_\_  
Chief Managing Employee or Designee / Title / Date

\_\_\_\_\_  
Notification of student acceptance / Enrollment / Date

32W751 TOWER RD  
WEST CHICAGO IL  
PHONE (630) 513 - 2224  
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60185  
FAX

# CREDIT CARD PAYMENT AUTHORIZATION FORM

Form must be completed prior to making any credit card charges.

Credit Card Type (Circle One):      Visa    MasterCard    Discover    AMEX

Credit Card Number: \_\_\_\_\_

Credit Card Exp Date: \_\_\_\_\_ CC Security Code: \_\_\_\_\_

CC Billing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name on CC: \_\_\_\_\_

I \_\_\_\_\_, do hereby authorize Illinois Aviation Academy, Inc. to charge the above credit card for any and all purchases, services and / or shipping costs, aircraft rental, aircraft expenses, or insurance deductibles incurred during possession of aircraft, aircraft flight instruction provided and any other service purchased by me and / or any entity I personally authorize. If Illinois Aviation Academy, Inc. is unable to process my credit card for payment I will be responsible for an alternate payment arrangement and any resulting processing fees. I understand, if any problem occurs and a new credit card is needed, I will immediately sign a new authorization form with the new card information.

This authorization form is intended for use on a recurring basis and is also intended for use retroactive to today's date. This authority will remain in effect until Illinois Aviation Academy, Inc. is notified by myself in writing, to cancel the authorization in such time as to allow Illinois Aviation Academy, Inc. a reasonable opportunity to act on the request and to ensure that all outstanding bills are paid in full.

Company Name (If Applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signer name (Printed): \_\_\_\_\_

***Please attach a photocopy of both sides of the credit card to this form upon completion and signature.***