

# COYOTE FLIGHT CENTERS, LLC

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## Company Policy

October 5<sup>th</sup>, 2016

1. Purpose and Scope of Company Policy
  - a. Company policies are intended to provide for the safe operation and return of aircraft and people
  - b. Company policies cover any person operating or intending to operate any company aircraft or equipment.
  - c. Company policy is a legally binding document, any portion of which may change at any time, and it is the responsibility of the individual person to be aware of the current policy and abide by it prior to each and every flight.
  - d. Violations of company policy shall result in one of the following, solely at the discretion of the company:
    - i. Verbal warning
    - ii. Written warning
    - iii. Loss of privileges
    - iv. Legal action (if applicable)
2. Pilot-in-Command
  - a. A person shall be considered to be the Pilot-in-Command of the aircraft and the flight, as soon as he/she expresses intent to make the flight or operate the aircraft.
  - b. Only a customer of Coyote Flight Centers, LLC who has been explicitly approved by Coyote Flight Centers, LLC to operate a specific aircraft shall be allowed to act as Pilot-in-Command of that aircraft.
  - c. The Pilot-in-Command shall not allow any other person or any passenger to operate the aircraft.
  - d. Company approved flight instructors, when on board the aircraft and when sitting in either of the front seats of the aircraft are automatically considered to be the Pilot-in-Command and may allow other people to operate the aircraft while under their supervision.
3. Student Pilots
  - a. Student pilots operating the aircraft without an instructor on board shall be considered the Pilot-in-Command.
  - b. A student pilot is anyone under the tutelage or supervision of a Company approved instructor who has not yet attained at least a private pilot's license, but has expressed an interest in doing so.
  - c. Student pilots must have a valid student pilot certificate and at least a valid third class medical on board in order to operate an aircraft without an instructor on board (solo flight).
  - d. Student pilots may not fly solo unless endorsed by a Company approved instructor.
  - e. Student pilots may not make more than two (2) solo flights in a row, at which point they must fly with a Company approved instructor before making any more solo flights.
  - f. Student pilots may not make a solo flight unless they have made at least one flight in the preceding five (5) days.
  - g. Student pilots may not operate any aircraft without obtaining prior approval, for each specific flight, from a Company approved instructor.
  - h. Student pilots must notify their instructor prior to engine start and immediately upon return and engine shut down.
  - i. Student pilots must adhere to the proscribed company weather limitations for student pilots.
  - j. Student pilots may not land at any other airport(s) unless endorsed by a Company approved instructor, except in case of an emergency.
  - k. Student pilots must remain within 25NM of their home airport unless on a cross country flight plan which has been reviewed and approved by a Company approved instructor.



7. Company Equipment (excluding aircraft)
  - a. No person shall operate or attempt to operate any company equipment unless approved to do so by Coyote Flight Centers, LLC.
8. Period of Use
  - a. A period of use for aircraft shall be measured in 0.1 hour increments as determined directly by the aircraft's Hobbs meter or by multiplying the tachometer by 1.3.
  - b. A period of use for equipment shall be determined by a Hobbs meter or if none is present by a standard clock, such as a wristwatch.
  - c. If the aircraft is in the care of a customer or rendered unavailable to the company for more than 8 consecutive hours, the period of use shall be a minimum of 1 hour per each 8 consecutive hour block.
  - d. Coyote Flight Centers, LLC has the right to decline any use of any aircraft, without any explanations or notice, if it believes, by judgment call, that the operation of any Aircraft by a student pilot will be unsafe.
9. Approved Areas of Operation and Approved Airports
  - a. Company aircraft may be operated only within the confines of the Continental United States unless written permission is obtained from the Company.
  - b. Off airport landings, landings on gravel, or landings on unimproved runways are expressly forbidden except in case of an emergency, unless prior approval is obtained from Coyote Flight Centers, LLC.
  - c. No person may operate an aircraft from any runway whose length is less than twice what is specified in the aircraft's performance data.
  - d. Flight through any portion or below power-off gliding distance from the rim of Palo-Duro Canyon is prohibited.
  - e. Flight over mountainous terrain, where the terrain exceeds seven thousand (7000) feet above mean sea level is prohibited, unless prior approval is obtained from Coyote Flight Centers, LLC.
  - f. Flight below one thousand (1000) above ground level is prohibited.
10. Flight Plans and Flight Following
  - a. Any person operating a Company aircraft must file and activate a flight plan for each flight, unless that person establishes and maintains two-way radio communications and radar based flight following services with Air Traffic Control while the aircraft is in operation.
11. Scheduling
  - a. No person may operate a Company aircraft unless that person first reserves the aircraft in a Company approved scheduling program. The reservation must include the following:
    - i. Name of the pilot operating the aircraft
    - ii. Name of the flight instructor overseeing the flight (if applicable)
    - iii. Aircraft's call sign
    - iv. Dispatched status of the flight
    - v. Description of maneuvers, if the Pilot-in-Command is a student pilot conducting solo operations
    - vi. Destination airports, if the flight is more than 25 NM from the point of initial departure
    - vii. Signature of the person operating or renting the aircraft
  - b. No person may operate a Company aircraft unless the flight reservation is signed and the dispatch status set to "In-progress". **Failure to sign for and/or dispatch the aircraft out shall be considered an unauthorized use of a motor vehicle which is a criminal offense under Texas law.**
  - c. Upon completion of the flight, the aircraft's beginning and ending Hobbs and Tach times are to be entered into the dispatch system and the flight reservation shall be set to "Complete".
12. Weather
  - a. No person shall operate any Company aircraft unless he/she evaluates the weather prior to each flight.
  - b. The aircraft shall not be operated if the weather, present or forecast, presents a danger to the aircraft or its occupants.
  - c. The Aircraft shall not be operated under IFR conditions unless both the Pilot-in-Command and the Aircraft are certificated and current for conducting flight under IFR, and current IFR approach plates and navigational charts are on board and readily available.

- d. Under no circumstances shall the aircraft be operated outside of established Company Weather Limitations. Company Weather Limitations shall be posted in the main office and may change at any time. It is the responsibility of the Pilot-in-Command to be aware of the current limitations prior to each and every flight.

13. Specifically Prohibited Activities in Company Aircraft

- a. Carriage of persons or property for compensation or hire, or for any other commercial operation including instruction
- b. Participation in any air race or air contest
- c. Aerobatics or spins without a Company approved instructor on board
- d. Flight within twenty (20) nautical miles of any thunderstorm activity, real or suspected
- e. Slow flight, steep turns, stalls, or any maneuver other than normal cruising maneuvers whenever the rear seat(s) is occupied

14. Smoking

- a. Smoking is prohibited on board Company aircraft.
- b. Smoking is prohibited within one hundred (100) feet of any Company aircraft.
- c. Smoking is prohibited in Company hangars or buildings.
- d. Smoking is prohibited within one hundred (100) feet of any entrance or exit to Company hangars or buildings.

15. Condition of Aircraft

- a. Prior to each flight, the Pilot-in-Command, will personally and solely conduct a pre-flight inspection of the aircraft as prescribed by the manufacturer of the aircraft including but not limited to checking all required documents and inspections, checking fuel quantity and ensuring each fuel tank is free of contaminants, and determining that the fuel and oil on board the aircraft are sufficient for the flight.
- b. The Pilot-in-Command is solely responsible for determining that the aircraft is in a safe, mechanically sound, and airworthy condition prior to each and every flight and must use all necessary resources to do so.
- c. No person shall operate any Company aircraft unless the aircraft is determined to be in a safe, mechanically sound, and airworthy condition prior to each and every flight.
- d. The Company is not the manufacturer of the aircraft or the manufacturer's agent, nor does the Company make any warranty or representation, either express or implied, as to the fitness, workmanship, design, condition or merchantability of the aircraft, its fitness for any particular purpose, or the quality or capacity of the materials in the aircraft.
- e. The Pilot-in-Command is responsible for all damage to the aircraft which includes missing items, and all items broken or worn beyond normal wear and tear (including bald spots on the tires).
- f. It is the sole responsibility of Coyote Flight Centers, LLC to determine whether damage to the aircraft has occurred. Should repairs be necessary they will be made by a person or facility selected by the Company with the cost being paid for by the Pilot-in-Command.

16. Insurance Coverage

- a. Any person acting as Pilot-in-Command of a Company aircraft must have in effect an in motion hull insurance policy in excess of the value of that aircraft, unless written permission is obtained from the company.

17. Accidents

- a. Accident(s), mishap(s), incident(s), or physical damage to the aircraft, to person(s) aboard the aircraft, or caused by the aircraft must be immediately reported to Coyote Flight Centers, LLC, and must include the following information:

- i. Time
- ii. Location
- iii. People involved and their contact information
- iv. Description

18. Repairs and Alterations

- a. No person shall repair, alter, or make improvements to Company aircraft unless written permission is obtained from the Coyote Flight Centers, LLC and the person making the repair, alteration, or improvement is certificated and equipped to do so.

19. Emergency Repairs

- a. Emergency repairs will be defined as repairs to the aircraft that due to statute regulations, mechanical failure, or damage should be made to the aircraft before further flight. Should the aircraft require emergency repairs, user will comply with the following procedures:
  - i. Contact Company for instructions
  - ii. If no contact can be made and the repair can be completed for two hundred and fifty dollars (\$250) or less, a customer may authorize and make payments for the repairs, for which he/she will be reimbursed by Company.
- b. Hotel and other personal expenses shall be the sole responsibility of the customer
- c. Under no circumstances will the aircraft be flown without repairs if to do so would violate any governmental statute or regulation or compromise the safety of aircraft or the people on board.

20. Loss of Use

- a. In the event of seizure, forfeiture, or damage to the aircraft resulting in the inability of Coyote Flight Centers, LLC to operate the Aircraft, the customer shall pay an amount equal to 1.0 hour usage of the aircraft, per each 8 hour time period, at the current hourly rate for each day the aircraft is unavailable.
- b. Customer also assumes full responsibility for paying attorneys' fees and all expenses incurred in returning the aircraft to service.

21. Failure to Abide by Company Policy

- a. If any person fails to abide this Company Policy, Coyote Flight Centers, LLC will, at its option and without any notice, have the right to revoke all flight privileges and to repossess the aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detained.
- b. Exercise by Company of either or both of the rights specified above will not prejudice Company's right to pursue any other remedy in law or equity.

22. Deviation from Company Policy

- a. No person may deviate from Company policy without written permission, which may only be obtained from:
  - i. Joshua A. Collier
  - ii. Thomas J. Hickman
- b. Permission to deviate from Company policy does not remove any responsibility for the safe outcome of the flight from the Pilot-in-Command nor does it transfer or place any further responsibility to the Company, its contractors, its employees, or its agents.
- c. During an airborne emergency situation, the Pilot-in-Command may deviate from Company policy to the extent necessary to ensure the safe outcome of the flight.

23. Customer Accounts, Fees, and Payments

- a. Fees for use of the aircraft will be charged to the customer's account according to the current rate structure as published on the Coyote Flight Centers, LLC website.

- b. Customers wishing to exercise flight privileges must keep an active and valid method of payment on file with the Company or must keep a positive balance of money in their account.
- c. Checks are considered a valid form of payment; however in the event that a check is returned, the check will be added to the balance of the account for collection, as well as reasonable collection fees, including attorneys' fees.
- d. In the event that an account becomes overdrawn for a period exceeding fifteen (15) days, interest will accumulate at a rate of 10% per month on the unpaid balance until the balance is paid in full.
- e. Any money left in an account for a period longer than thirty (30) days shall become nonrefundable.
- f. An account that has not been used for a period of 365 consecutive days shall be considered inactive

24. Cancellation(s)

- a. Upon cancellation of any flight
  - i. More than 48 hours from the scheduled time for the flight, no notice is necessary, if the flight is removed from the schedule.
  - ii. Within 48 hours from the scheduled time for the flight, Coyote Flight Centers, LLC must be notified.
  - iii. In the event of a cancellation with less than twenty four (24) hours' notice, Company reserves the right to charge user a cancellation fee equal to one half (1/2) the reserved time for the aircraft and/or instructor.

25. Relationship of Customers and Contractors

- a. At no time shall a customer, contractor, or employee become an agent of Coyote Flight Centers, LLC nor shall Coyote Flight Centers, LLC be responsible for the acts or omissions of any customer, contractor, employee or any of their agents.