

Robert Haynes and Associates, LLC

Letter of Agreement and Request for Service

I (Print Full Name) _____, hereby known as "The Client", request that Robert H. Haynes (D.B.A. Robert Haynes and Associates, LLC.), Hereby known as "The Pilot", transport my aircraft, a _____ Registration: _____, hereby known as "The Aircraft", from the departure airport: _____ to the destination airport _____ on or about _____

- 1) The Pilot fee for the ferry flight is \$400/day or portion of day until pilot returns to his home base.
- 2) The Client will transfer 100% of the funds required for the ferry expenses based on the estimate. The amount due is \$_____ Any difference between estimated and actual costs will be settled immediately at delivery. Note: *the aircraft will not be surrendered to The Client until all charges are settled.*
- 3) It is the responsibility of The Client to provide funds for air travel funds for The Pilot to/from KIND.
- 4) In the event that the ferry requires The Pilot to be away from Indianapolis overnight it is the responsibility of The Client to reimburse the pilot for all Hotel / Motel. A per diem rate of \$30/day is charged for meals for each day regardless of time out. The Pilot shall be reimbursed for any short term rental car or cab fare for transport to/from hotel/motel should a crew car or concierge transportation not be available. The Pilot will not camp out or sleep with the aircraft.
- 5) The Client shall provide funds for charges and fees pertaining to refueling, oil and maintenance, landing and parking fees incurred during the transport of The Aircraft. The pilot shall make every effort to buy fuel at the best economy price whenever feasible. The pilot shall be authorized and reimbursed for any direct expenses to protect the safety of the aircraft (example: hangar or relocate the aircraft in the event of a pending thunderstorm with hail potential)
- 6) Funds for fees and costs described in paragraphs 1 through 5, per detailed in the Ferry Estimate will be provided to The Pilot and clear at least 5 business days in advance. The Client may send the funds via PayPal (additional 2.7% charge for PayPal), check or Bank Transfer. Should any funds remain upon delivery; The Pilot will receive the remainder upon arrival to the destination airport in the form of a check or cash (in USD). It is the responsibility of The Pilot to provide receipts for all costs to be reimbursed. Preferred method of payment is wire transfer:

Chase Bank
Routing/transit 074000010
Account 454145090
Account name Robert Haynes and Associates, LLC

- 7) The Client will provide all reimbursement for excess fuel, remaining pilot fees and delay charges to The Pilot upon arrival to the destination airport. The Pilot shall give a complete reconciliation and documentation of all expenses (except meal per diem) related to the flight. Should any unpaid balance remain, the balance due shall accrue at 1.5%/month until paid. If necessary, reasonable court costs and attorney's fees shall be paid by the Client to recover the remaining balance.
- 8) The Pilot may elect to delay or cancel the transport of The Aircraft due to inclement weather, maintenance or any other issues that would adversely affect the safety of flight, legality or the airworthiness of The Aircraft. The Pilot will update The Client should any such delay arise.
- 9) Should the ferry be delayed due to weather, mechanical, paperwork, Commercial travel or any other issue that adversely affects flight safety, legality or airworthiness, there will be a delay pilot fee of \$400 per day of delay. All additional hotel, and aircraft parking and securing expenses incurred during the

delay shall be reimbursed.

10) The Client absolves The Pilot from any damages sustained to The Aircraft and Passengers on board the aircraft caused by events that are not within the direct control of The Pilot, such as Ground crew, Other aircraft / vehicles/ objects colliding with the aircraft, Acts of Nature (such as Bird Strikes, Hail, High winds, Debris, Lightening, Flooding etc.) and improper maintenance performed on the aircraft prior to and during the duration of the ferry.

11) The Client shall have the Pilot listed as "named insured" on his/her insurance and provide evidence thereto prior to departure.

12) The Pilot shall not exceed a 14 hour duty day nor 10 hours of total flying in any given day.

13) The Pilot shall provide an aircraft checkout and/or BFR to the client if requested at no additional cost. If a tailwheel or other endorsement is required, that training shall be conducted at \$50/hour for ground/flight instruction.

14) The Client acknowledges that the following documents are present in The Aircraft: Valid Aircraft Registration Certificate, Standard or Experimental Airworthiness Certificate, Pilot Operation Handbook (POH), Valid Weight and Balance Certificate and, if international borders are to be crossed, a valid FCC Radio Station Permit for The Aircraft. The Client is aware that should any of these documents be absent, The Pilot shall not commence the ferry.

15) The Client acknowledges that The Aircraft is in airworthy condition with Annual inspection (or Condition Inspection) completed within previous 12 months, Pitot Static and Altimeter inspected within previous 24 months, ELT inspected within the previous 12 months, ELT battery is replaced and within limits, all required equipment specified in F.A.R part 91.205 are operational and all required maintenance has been completed and endorsed in the aircraft maintenance logs by a certified A&P. If the aircraft is out of annual or condition inspection, a completed ferry permit issued by the FAA must be presented.

16) The Pilot will file an IFR (if possible) or VFR flight plan with flight following if feasible. The pilot will make every effort to communicate with the Client at stops along the entire flight via text messaging.

The Client is aware that should any of these inspections have not been completed or Logbook entries be absent, The Pilot shall not commence the ferry. I, (Print Full Name) _____ understand and agree to the above terms for hiring Robert Haynes and Associates, LLC to transport my aircraft.

Client Signature

_____ Date _____

Accepted:

_____ Date _____

Robert Haynes and Associates, LLC