

AGREEMENT TO PROVIDE FLIGHT TRAINING

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of \_\_\_\_\_ by and between MONTANA STATE UNIVERSITY-GREAT FALLS COLLEGE OF TECHNOLOGY, hereinafter referred to as the “MSU-GREAT FALLS,” and \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH THAT:

WHEREAS, MSU-GREAT FALLS has initiated within its Department of Business and Technology an Associate of Applied Science degree program in Aviation which will be available to the students of Montana State University-Great Falls College of Technology;

WHEREAS, the CONTRACTOR owns and operates an incorporated flight school with all the necessary instructors, aircraft, and supporting facilities;

WHEREAS, the CONTRACTOR has proposed to MSU-GREAT FALLS that it be permitted to conduct the in-flight training and participate in related cooperative education endeavors for Montana State University-Great Falls College of Technology students in conjunction with the MSU-GREAT FALLS Aviation AAS degree program;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the parties agree, as follows:

I. FLIGHT TRAINING:

The CONTRACTOR shall provide to Aviation students of the MSU-GREAT FALLS the following described flight training at the place, price, quantity, and for the term indicated, subject to Terms and Conditions attached hereto and made a part hereof:

A. Type of Training

Private Pilot	Certified Flight Instructor
Commercial Pilot	Multi-Engine Rating
Instrument Rating	Cooperative Experiences

Published Course Requirements to include specialty courses: Conventional Gear, Float Plane and Gilder (Assuming equipment is available).

B. Hours of Training and Costs:

The minimum required hours of flight and ground instruction are governed by Federal Aviation Regulations, Part 61 and/or Part 141 and any amendments thereto.

In the event of unforeseen cost escalation, such as rapidly rising fuel costs, aircraft rental costs can be adjusted accordingly. Any proposed cost increase shall be set forth in writing and must be approved in writing by MSU-GREAT FALLS. Proposed cost increases must be received no later than 30 days before such increases are implemented.

Approved flight costs will be made an addendum to this contract.

C. Aircraft Specification and Equipment:

FAA certified aircraft will be provided for flight training. Aircraft provided must be equipped with instrumentation and navigational equipment appropriate for the course of instruction. Some aircraft used for navigational training must provide training opportunities on state-of-the-art equipment to include LORAN and GPS systems.

All flight instruction by the CONTRACTOR for MSU students in the Aviation program will be in aircraft owned and/or operated by said CONTRACTOR.

D. Instructors:

The CONTRACTOR shall provide certificated flight instructors holding appropriate type and class ratings for the instruction being given. Quality of instruction standards must meet or exceed those specified in FAR Part 141.83 and any amendments thereto.

E. Supervision:

MSU-GREAT FALLS shall provide an instructor of record to monitor all instructors and instruction to ensure the quality and standardization of the flight training.

II. PAYMENT FOR INSTRUCTION:

Students will be expected to pay flight fees and/or aircraft rental to the CONTRACTOR under such terms and conditions CONTRACTOR applies to its students. Normally flight fees will be paid in advance. However, with approval of the CONTRACTOR payment for instructor and/or aircraft rental may be made at the time the service is provided.

The CONTRACTOR is not expected to provide credit on flight accounts.

MSU-GREAT FALLS will not be responsible for student flight fees.

III. CONTRACTUAL TERMS:

The term of this agreement is from 1<sup>st</sup> day of \_\_\_\_\_ to the 31<sup>st</sup> day of \_\_\_\_\_ .

IV. TERMINATION:

MSU-GREAT FALLS reserves the right to terminate this contract upon serving written notice to the CONTRACTOR thirty (30) days prior to the date of termination or immediately if students' safety is, in the opinion of MSU-GREAT FALLS, endangered.

The CONTRACTOR reserves the right to terminate this contract upon serving written notice to MSU-GREAT FALLS thirty (30) days prior to the date of termination. The CONTRACTOR agrees to complete students enrolled in flight courses for that semester in which the contract is terminated.

In consideration for the mutual undertaking covered by this contract, MSU-GREAT FALLS has designated the CONTRACTOR as one of the MSU-GREAT FALLS' recognized flight training schools. MSU-GREAT FALLS will to the extent possible, make known, without bias, to all students enrolled in flight courses, the name and location of each recognized flight training school under contract to MSU-GREAT FALLS.

VI. RELEASE OF LIABILITY:

The CONTRACTOR hereby releases the STATE OF MONTANA, MSU-GREAT FALLS, its officers, agents, servants, and employees from any and all claims and liabilities of any type whatsoever for damage to, loss of, or destruction of any property of the CONTRACTOR, its officers, or other party, and for the injury to or death of any person, firm, corporation, or other party, and for injury to or death of any students furnished by MSU-GREAT FALLS, and of any person or persons which may now or hereafter arise out of or result from or be in any way connected, directly or indirectly, with said training or the operation of the aircraft here under or performance of this agreement.

VII. INDEMNIFICATION:

The CONTRACTOR further agrees to indemnify and save harmless the State of Montana, MSU-GREAT FALLS, its officers, agents, and employees, from and against any and all claims and liabilities of any type whatsoever and for damage to, loss of, or destruction of any property of a person (including, but not limited to, Contractor's officers, agents, servants, and employees), firm, corporation and/or other party, and for injury to or death of any person or persons

(including, but not limited to, the MSU-GREAT FALLS's students and Contractor's officers, agents, servants, and employees) which may arise out of or result from or be in any way connected, directly or indirectly, with the performance of this agreement. This indemnity agreement shall extend also to any expense incurred by the MSU-GREAT FALLS in the connection with the defense of any such claims contemplated herein.

VIII. INSURANCE:

The CONTRACTOR agrees to provide the following insurance coverage:

- A. In connection with the operation of aircraft and the performance of this contract (or the flight checking of trainees hereunder by the employees or representatives of governmental agencies), the CONTRACTOR engaged to provide the flight training shall procure and maintain at all times during the performance of service under this contract Aircraft Public Liability Insurance including coverage of liability to passengers against bodily injury and property damage. Such insurance shall be procured and maintained in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence per claim and Two Million Dollars (\$2,000,000.00) aggregate single limit per occurrence. The CONTRACTOR shall also provide premises liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence per claim and Two Million Dollars (\$2,000,000.00) aggregate single limit occurrence. This required insurance coverage shall be carried under the terms and conditions which shall protect the CONTRACTOR, the student trainee, and the MSU-GREAT FALLS, its agents, servants, and employees.
- B. Each insurance policy evidencing this required insurance shall bear appropriate endorsements whereby the insurance carrier waives any rights of subrogation against the MSU-GREAT FALLS by reason of any payment under such policy, and such policy shall further provide that the MSU-GREAT FALLS will be given thirty (30) days prior notice before cancellation of such policy or reduction of coverage thereunder can be effective.
- C. The CONTRACTOR shall, prior to initiation of flight instruction under this contract, submit to the MSU-GREAT FALLS or its duly authorized representative, (1) a certified copy of the insurance policy actually procured and maintained, and (2) an insurance certificate issued by the insurance carrier certifying to the existence of the required insurance coverage in conformity with this clause. This insurance documentation shall show the period of coverage to be at least for the length of the contract period.
- D. MONTANA STATE UNIVERSITY – GREAT FALLS COLLEGE OF TECHNOLOGY, its Board of Regents, employees, their agents, and successors, servants, employees, and students while acting within the scope of their duties as such, shall be among the named insured in each of such policies.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their respective officers, or duly authorized agents, caused this contract to be executed the day and year first above written.

MONTANA STATE UNIVERSITY – GREAT FALLS COLLEGE OF TECHNOLOGY

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary

CONTRACTOR

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary