

# Airborne Elite, LLC

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## Operating Agreement

Pilot Name: Benjamin De Winkle

### General

1. Airborne Elite, LLC (hereinafter referred to as "Company") strives to provide structured yet flexible programs to pilots of all levels. Your cooperation in following these operating procedures will ensure safety and effectiveness of the training process and a pleasant renting experience.
2. Company is committed to providing quality working and training environment for all people. Foul language, harassment on any basis, aggressive remarks toward any of the fellow pilots or Company employees will not be tolerated and is subject to disciplinary actions such as suspension or termination.
3. Company makes all efforts to protect clients' privacy. No information will be released to anyone except to law enforcement agencies in accordance with the law.
4. Flights must be conducted in compliance with the Title 14 of the Code of Federal Regulations (Title 14 CFR) and aircraft limitations.
5. The pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.
6. The pilot agrees that he or she will not operate any Company aircraft as a Pilot In Command without the required currency and checkouts.
7. Pilot in Command (PIC) is financially responsible for any damage to interior and exterior of the aircraft arising from his/her action or inaction. See the section *Insurance* for additional provisions.
8. If any exterior or interior damage is found during the preflight inspection, it shall be reported to the dispatch prior to initiating a flight. If no report is made, the PIC will be charged for the damage.
9. Pilots shall keep the Company's aircraft clean of trash. It is allowed to bring food (snack only) and drink in the aircraft; however it is the pilot's responsibility that no damage to the interior occurs. If garbage is found in the aircraft, the PIC will be charged \$100 per occurrence.
10. All equipment malfunction noted during the flight must be logged in the Discrepancy Log.
11. No flight should be made with an open discrepancy or known/visible damage unless it is a non-airworthiness item **and** is deferred by an authorized company representative. This is indicated by a note in the corresponding Discrepancy Log entry, date and signature.
12. Only pilots authorized by the Company are allowed to pilot the Company aircraft.
13. Only Company's authorized instructors are allowed to provide instruction in the Company's aircraft.
14. Every renter is subject to Company check-outs every twelve (12) months. Knowledge and skill must be demonstrated at the level required by the FAA standards for the pilot certificate held.
15. Flight with inoperative equipment may be conducted only in accordance with Title 14 CFR and these procedures.
16. Flights outside the continental U.S. are prohibited.
17. Any accident, incident or violation of Title 14 CFR must be immediately reported to the Company by the most expeditious means. PIC may be grounded while the investigation is being conducted.
18. No landing on other than hard surfaces is allowed.
19. Minimum runway length is 2,500 feet.
20. Taxiing over tie-down ropes and locks is strictly prohibited. Propeller damage may occur.
21. No smoking in the aircraft or within 50 feet of it is allowed.
22. Fueling must be done according to dispatch request. In some cases, less than full tanks are required due to weight limitations.
23. Fueling at the self-serve pumps may be conducted only after receiving training from a Company authorized representative.
24. It is the responsibility of the PIC to ensure that after the flight, the parking checklist is completed, all switches are off, tie-downs are in place and doors and windows are closed and locked, cabin covers are installed. Failure to do so may result in damage to aircraft and subsequent charges.

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25. Wing and tail covers must be replaced after the flight when requested by dispatch during winter months (December-February).

## Insurance

1. Liability Coverage. Airborne Elite, LLC. carries insurance which provides liability coverage for bodily injury and property damage in the amount of \$1,000,000 subject to a per passenger sub limit of \$100,000. This coverage applies to Airborne Elite, LLC. If you do not feel this coverage is adequate, we suggest you carry additional insurance.
2. Renter's Insurance. All pilots are required to carry renter's insurance with the minimum of \$20,000 coverage of the damage to non-owned aircraft.
3. No pilot is allowed to make a charge to anyone for the use of the Company's aircraft except for sharing the expenses as per Title 14 CFR.
4. The above coverage is in effect provided all FAA and company Operating Procedures are followed.

## Students

1. All students are required to follow the Company's training syllabi. A student is allowed to start at a more advanced level in the program only after a successful demonstration of knowledge and skills required up to that point.
2. The sequence of lessons may be changed only by the student's authorized Certified Flight Instructor.
3. All study assignments, all required quizzes and tests must be completed before the advancement to the next study unit is allowed. Passing grade for quizzes and tests is 80%.
4. Local solo flight weather minimums: visibility minimum 10 miles, lowest layer of clouds 3000 feet AGL, maximum crosswind component 10 knots.
5. Cross-country solo flight weather minimums: visibility greater than 6 miles, lowest layer of clouds along the whole route - 5000 feet AGL, maximum cross-wind component - 10 knots.

## Scheduling and Dispatch

1. No flight is allowed without prior scheduling.
2. No scheduling or dispatch is allowed if there is an outstanding balance on the pilot's account except when approved by the Company's manager.
3. Unless the cancellation is due to weather or a mechanical malfunction, all cancellations must be made at least twelve (12) hours prior to the scheduled time. Rescheduling is considered a cancellation.
4. In case of a rental flight, reservations must be made only by the PIC. In case of a training session, reservations may be made by the student or his/her instructor.
5. If a pilot/student is more than 30 minutes late, the reserved resource will be released.
6. The PIC for the flight must present to the dispatcher all personal documents required by the Title 14 CFR 61.3 before issuance of aircraft keys. In addition to that, students going on solo flights must present all required endorsements.
7. Aircraft and training devices must be returned by the end of the reserved time block unless unable due to weather or mechanical malfunction.

## Company Procedures

1. Pilots shall complete a flight check prior to operating any Company's aircraft. Flight checks must be conducted by an approved instructor in accordance with the aircraft checkout form.
  - a. VFR flight checks will consist of the ground and in-flight portions of a flight review, and the customer will be endorsed as such following a successful check. This check may take multiple flights, depending on the proficiency of the pilot.
  - b. IFR flight checks will consist of the ground and flight portions of an Instrument Proficiency Check and a Flight Review, and the customer will be endorsed as such following a successful check. This check may take multiple flights, depending on the proficiency of the pilot.
2. Flight checks expire after 12 calendar months. Re-checks upon expiration must be accomplished prior to any flights.

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3. Use of a non-instructor safety pilot for the purposes of maintaining currency requirements per 14 CFR Part 91 is permitted.
4. Cross-country flights are one of the most rewarding uses of your flying privileges! We have the following guidelines in place to encourage safety of flight.
  - a. If you are instrument rated, we strongly encourage you to file an IFR flight plan and operate as such for the duration of flight.
  - b. If weather conditions are less than 5 miles visibility and/or ceilings are less than 3,000 AGL, you should consider bringing an instructor or instrument rated pilot. If these are not options, reconsider your risk analysis for the flight.
  - c. If flying cross-country at night and visibility is less than 7 miles and ceilings less than 4,000 AGL, you should consider bringing an instructor or instrument rated pilot. If these are not options, reconsider your risk analysis for the flight.
  - d. If you wish to fly under VFR for a distance greater than 50 nm, we strongly encourage the use of VFR flight plans and Flight Following.
2. Minimum altitudes
  - a. You should make it a habit to fly no lower than 3,000 AGL, except when in the traffic pattern, on departure, on approach, or practicing ground reference or emergency maneuvers.
  - b. For flights conducted under VFR, flight "over the top" above scattered, broken, or overcast layers is discouraged. These layers can change and you can be trapped on top. See item C below for an alternative.
  - c. For flights conducted under IFR, "VFR on Top" is a great option that allows for the same beautiful views of clouds while still maintaining safety of flight.
  - d. Flight in IMC below 40° Fahrenheit is risky. Be aware of the freezing levels, call a briefer, consult a CFI, and remember that you can always reschedule. It is too late to reschedule when you are accumulating ice.
  - e. IFR flight in Compay's aircraft without current IFR databases is prohibited.
3. Fuel reserves
  - a. You can always stop for fuel.
  - b. **YOU CAN ALWAYS STOP FOR FUEL.**
  - c. Fuel exhaustion is the most common reason for general aviation accidents. It is also the most easily prevented. Do not let this happen to you. Stop for fuel.
  - d. As a best practice, calculate your fuel reserves so that you can fly to your first point of intended landing, then proceed to your alternate (if required), and then fly at normal cruise for one hour. This is in excess of legal minimums (30 min VFR/45 min IFR).
4. Maneuvers
  - a. Maneuver practice within limitations of the Normal and Utility category are allowed in accordance with the AFM for each airplane.
  - b. Spins, in particular, are not allowed, except that they may be conducted for the required spin endorsement for the CFI certificate. This is a special occasion requiring additional training, preparation, and risk analysis, and will be treated as such.
  - c. Aerobatic maneuvers of any kind are not allowed.
  - d. "Falling leaf" exercises, slips with full flaps, "victory laps," and other such maneuvers are not allowed. Remember, 14 CFR 91.13 prohibits the careless and reckless operation of an aircraft. This law is intentionally vague, and can be applied in a number of ways.
  - e. Remember the hazardous attitudes. Taking chances is foolish.
5. Electronic Flight Bags
  - a. Electronic flight bags such as ForeFlight, Garmin Pilot, and WingX are some of the best tools we have for flight planning and single pilot resource management.
  - b. Do not let these tools distract you. Remember: Aviate, Navigate, Communicate, in that order. Always fly the airplane.
  - c. Do not take your iPad for granted. Batteries fail, tablets overheat, and they will all eventually crash, break, or be forgotten.
  - d. Your iPad is not an approved navigation device, but rather an enhancement of situational awareness. If you find yourself navigating with the magenta line on ForeFlight, you should seek out a refresher flight from one of our CFIs.
  - e. Consider paper backups for your flight bag.
6. Preflight

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- a. In addition to the FAA requirements, we suggest:
  - i. Obtaining a weather briefing
  - ii. Create a mental picture of the flight. Never fly somewhere your brain has not been first.
  - iii. Calculating weight and balance every time you fly. We have a digital spreadsheet that makes this a trivial task
  - iv. Calculate performance data, including takeoff and landing distances. Be conservative in your estimates. Remember that performance charts are designed to sell aircraft, and they paint the most favorable picture with the most favorable conditions.
  - v. Inspect the aircraft for damage, and do not hesitate to reach out to management or company mechanic. If unable to reach us or any doubt exists, DO NOT FLY.
  - vi. Keep the chokes behind the wheels. Do not put them to the side. This will prevent pushing the planes too far into the storage boxes or other aircraft when parking avoiding damage.

7. Post-flight

- a. CLOSE YOUR FLIGHT PLAN
- b. Order Fuel. Call Republic Jet Center on 131.4 or 631-881-9520. Inform management if unable to order fuel for any reason.
- c. Lock controls. If there's a strap type control lock, it should be tight.
- d. Record Hobbs/Tach Times properly and email/text to the management.
- e. Remove all trash.
- f. Lock all doors. For planes located on the Echo ramp, place the key in the book and put the book back in the box behind the plane. Make sure the box lock is fully locked.
- g. While performing the next steps, take a glance at the airplane surfaces for indication of any damage such as damages to skin, bird strike indications, oil/fuel leaks and anything that looks abnormal. Report it to the management.
- h. Place chocks firmly against the wheels.
- i. Attach tie-downs without slacks! If they are not tight, high winds might damage the attachment rings to the point of breaking and toss the aircraft around.
- j. Install all covers properly! Properly means aligned and in position and with all straps **tight**. The aft strap should be aft of the step. The tail strap must be also attached with one end to the aft strap of the cover and the hook to the tail. It prevents the cover from sliding forward. If unable to install cover due to strong wind or other circumstances, inform management.

8. Formation flying

- a. Formation flying is prohibited.

9. Hudson River Exclusion and/or Skyline Tour

- a. Make sure you have completed the online FAA training prior to flying this route. This is a very easy course that takes approximately 20 minutes to complete.
- b. You must get checked out by an authorized instructor specifically to fly the Hudson River Exclusion and/or the Skyline Tour in a Company aircraft.
- c. There are unique risks and challenges to flying at such low altitudes in such a congested area. Consider this when planning a flight through the Exclusion or the Skyline.

10. Emergencies/Accidents/Incidents/Damage

- a. In-flight emergencies. PIC has the full authority under FAR 91.3 to declare emergency and land the aircraft as soon as practicable if an unairworthy condition develops. Delay in declaring emergency may lead to loss of life and further damage to aircraft and property on the ground. Company reserves the right to hold PIC liable for any additional damages incurred due to delay in declaring emergency.
- b. Pilots must immediately report all accidents, incidents, and/or aircraft damage to Company, along with any names, telephone numbers, and addresses of witnesses and involved parties.
- c. Collect all evidence related to the incident, such as photographs, documents, text messages etc.
- d. Company staff will assist the pilot in making required notifications to investigative agencies as appropriate. In accordance with NTSB rules, the pilot will not allow the aircraft to be moved unless required by the provisions outlined in NTSB 830.10(b), unless the pilot is expressly authorized to do so by Company or government authorities. The pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an accident, the pilot should immediately contact local authorities and Company.
- e. In the event of an emergency, accident, incident or damage, the pilot may be asked to submit a written statement to Company, the FAA, the NTSB, and/or complete a NASA report.

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- f. DO NOT FLY AN AIRCRAFT WITH SUSPECTED DAMAGE. We do not mind picking up the phone and providing guidance for how to proceed. Do not succumb to get-there-itis. Slow down, think first. You can always find another way home. Secure the aircraft before leaving.
- g. No repair away from base is allowed unless authorized by Company representative.
- h. Repaired aircraft maybe flown to base only upon proper inspection/repair and sign-off from a properly rated FAA certified mechanic. Sign-offs must be forwarded to Company before the flight in any suitable electronic format.

## Charges and Payments

- 1. All services are charged at the current Company rates.
- 2. Rates are subject to change without notice.
- 3. Aircraft rental rates include cost of fuel.
- 4. Pilots are reimbursed ONLY for fuel and oil expenses at the current rates at Republic Airport (KFRG).
- 5. Unless caused by weather or a mechanical malfunction, the following events are subject to cancellation fees: cancellations less than twelve (12) hours prior to scheduled time, no-shows, late arrivals or damage to the aircraft that result in the next flight cancellation.
- 6. Cancellation fee schedule is as follows:
  - a. Aircraft rental, flight lesson, simulator session – 50% of the booked time.
  - b. Ground lesson – 100% of the booked time.
- 7. Extended aircraft rental blocks are subject to the following minimum charges. If an aircraft is booked for seven (7) hours or more, minimum charge Monday through Friday is two (2) hours, Saturday and Sunday – three (3) hours per each 24-hour period.
- 8. Payment is due upon completion of the flight or a training activity. If payment is not collected at that time, the Company will try to contact you for payment for two business days. If unsuccessful, the Company reserves the right to charge your credit card on file for outstanding balance.
- 9. A valid credit card is required to be on file. It is the responsibility of the pilot to update the card on file in case of card expiration or cancellation. Failure to do so will result in loss of access to aircraft.
- 10. All outstanding balances more than 5 business days old will be subject to a finance charge of 20% per year (1.67% per month)
- 11. In case of default, all collection and attorney fees are added to the outstanding balance.

## Extended (Vacation) Rentals

We allow pilots to rent airplanes for as long as a week at a time. The conditions are:

- 1. Long-term rentals covering one weekend incur a minimum charge of 10 hours by tachometer. If two weekends are covered, the minimum charge is for 15 hours.
- 2. Full prepayment for the minimum charge in the form of cash or a check is required. The prepayment is calculated based on the dry rates. If the airplane is returned with less fuel than taken, the final fuel charge is added to the bill.
- 3. Long-term reservations are approved on a case-by-case basis.
- 4. Long term reservations should not interfere with pilot training activities. Checkrides have higher priority over long-term rentals. Please book well in advance.

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