



Shane HarperOne <cody.s.harper@gmail.com>

## United Aviate Academy - Conditional Admission Agreement Letter

3 messages

United Human Resources <do\_not\_reply\_hr\_taleo@united.com>

Fri, Aug 26, 2022 at 11:46 AM

Reply-To: <do\_not\_reply\_hr\_taleo@united.com>

To: <cody.s.harper@gmail.com>



August 26, 2022

Cody Shane Harper  
14214 Lower Meadow Circle

Herriman, Utah 84096

Dear Cody,

This letter agreement (this "Letter Agreement") is made by and between Westwind School of Aeronautics Phoenix, LLC, a Delaware limited liability company (the "Academy") and **Cody Shane Harper** ("Student", and collectively with the Academy, the "Parties", and each individually, a "Party"), and pertains to (i) the Academy's conditional waiver of certain payment obligations with respect to flight training services provided by the Academy to Student in connection with Student obtaining a private pilot license ("PPL"), and (ii) the conditions which must be satisfied by Student in order for such waiver to become permanent.

The Parties hereby agree as follows:

1. Student has enrolled in the Academy and intends to earn his or her PPL while at the Academy. The current estimated cost of earning a PPL at the Academy is \$17,750 (the "PPL Costs").
2. After obtaining his or her PPL, Student also intends to apply to and join Aviate<sup>SM</sup>, United's pilot career development program offering flight students a defined career path to potential employment as a First Officer with United ("Aviate").
3. In light of the foregoing, and upon execution of this Agreement by both Parties, the Academy agrees to conditionally waive Student's PPL Costs. Such conditional waiver will become permanent upon the satisfaction of each of the following conditions:
  - a. Student must earn his or her PPL at the Academy;
  - b. At the time of obtaining his or her PPL, Student must satisfy the eligibility criteria required to apply to

Aviate through the Professional Flight Training Organization Entry Point (information regarding the eligibility criteria required to apply to Aviate can be found in the Aviate Program Guide attached hereto as Appendix A);

- c. Within three (3) months of obtaining his or her PPL, Student must complete the Aviate application and screening process for the Professional Flight Training Organization Entry Point (information regarding the Aviate application and screening process can also be found in the Aviate Program Guide); and
  - d. If accepted into Aviate, Student will remain enrolled in the Academy and pursue, in good faith, the certificates and ratings necessary to obtain his or her commercial pilot certificate.
4. If Student fails to complete any of the conditions set forth in Section 3, including failing to act in good faith during the course of the Aviate application and screening process, the Academy's waiver of Student's PPL Costs shall be rescinded, and Student shall be required to pay to the Academy the PPL Costs amount set forth above within fifteen (15) days of Student's receipt of an invoice for such amount from the Academy.
5. The Academy may, but is under no obligation to, consider extenuating circumstances (e.g., personal illness, family illness or death, or active-duty military service) that contributed to Student's failure to satisfy the conditions set forth in Section 3 and may choose to waive Student's PPL Costs despite Student's failure. Accordingly, if Student has failed to meet, or is at risk of failing to meet, the aforementioned conditions as a result of extenuating circumstances, Student should contact the Academy regarding such circumstances and provide documentation necessary to substantiate such circumstances.

By virtue of Student's execution of this Letter Agreement in the space provided below, Student acknowledges and agrees to the foregoing. In addition, Student also agrees not to directly or indirectly disclose, publish, communicate or make available any of the contents of this Letter Agreement to any entity or person whatsoever without the prior written consent of the Academy unless otherwise required by law or regulation or pursuant to the valid order of a court or government agency.

Very truly yours,

**WESTWIND SCHOOL OF AERONAUTICS  
PHOENIX, LLC**



By: \_\_\_\_\_

Name: Dana Donati

Title: Chief Executive Officer

Company: Westwind School of Aeronautics

Phoenix, LLC

If the foregoing is acceptable to you, please signify your agreement by executing a copy of this Letter Agreement and uploading it to your profile as outlined in the "keep us updated" section of the conditional admission preparation packet.



By: \_\_\_\_\_  
Name: \_\_\_\_\_

## **Appendix A**

### **Aviate Program Guide**

[See Attached]

Aviate Program Guide (Final Version 3.29.2022).pdf


**Shane HarperOne** <cody.s.harper@gmail.com>

Mon, Aug 29, 2022 at 7:31 PM

To: Wife <jaimi.tripp@gmail.com>

ill print this from work

[Quoted text hidden]

Aviate Program Guide (Final Version 3.29.2022).pdf


**Shane HarperOne** <cody.s.harper@gmail.com>

Tue, Aug 15 at 12:38 PM

To: Shane HarperOne <cody.s.harper@gmail.com>

[Quoted text hidden]

Aviate Program Guide (Final Version 3.29.2022).pdf