



TEXAS TECH UNIVERSITY SYSTEM™

Air Charter Reservation Binder

Table of Contents

I.	Pre-Flight Information Requirements	
II.	Charter Broker Services	
	a. Air Charter Services Inc	Page 5
	b. Status Jet	Page 6
	c. STM Charters.....	Page 7
III.	Charter Jet Services	
	a. Abilene Aero dba Lubbock Aero.....	Page 9
	a. Avalair Aircraft Management	Page 10
	b. Chaparral Jet Center.....	Page 11
	c. Leviate Air Charter.....	Page 12
	d. Texas Department of Transportation	Page 13
	e. Wheels Up (Athletics Only)	Page 14
IV.	Donor Jet Services	
	a. Double Eagle Aviation	Page 16
	b. Lee Lewis	Page 17
	c. Mark Bain – FUB Air	Page 18
	d. McDougal Family Partnership Ltd	Page 19
	e. United Supermarkets	Page 20
V.	Dry Lease Services	
	a. Van Ness.....	Page 21
	b. Winston Electric dba Acme Electric (Athletics Only).....	Page 22
VI.	Exhibits	
	a. Exhibit A – Air Charter Checklist	Page 23
	a. Exhibit B - Chapter 07 – Regents' Rules	Page 25

Pre-Flight Information Requirements

For TTU System and TTU faculty, staff, and students, at least five (5) business days prior to each trip, departments shall submit a requisition in TechBuy for the specific flight and include documentation of the following:

1. A passenger list and emergency contact for each passenger prior to each flight on the aircraft.
2. All pilot(s) who fly TTUS/TTU faculty, staff, or students on the aircraft must be fully qualified and insured for the specific aircraft and possess a commercial pilot certificate with instrument rating. Requesting departments must provide full name of pilot(s) and indicate whether they are the pilot-in-command (“PIC”) or the second-in-command (“SIC”).
3. Per *Regents’ Rules* Sec. 07.11.06 all TTUS/TTU flights involving a leased or chartered aircraft, or aircraft made available to TTUS/TTU other than a commercial operation must be approved in advance by the TTUS chancellor or the chancellor’s designee.
4. As of January 24, 2020 the chancellor has delegated signature approval to the TTU president or the president’s designee for any TTU flights involving a leased or chartered aircraft, or aircraft made available to TTU faculty, staff, and students other than a commercial operation.
5. As of February 28, 2020, the TTU president has delegated authority to TTU Director of Athletics, Kirby Hocutt to approve all TTU Athletic Department related charters and private aircraft arrangements. TTU Athletics must comply with the contractual review processes, aircraft safety, insurance, pilot credentials, and experience vetting protocols.
6. Departments must attach the written approval to the requisition prior to submitting the requisition. **All delegations for TTU System and TTU travel must be on file on the TTU Procurement Services department.**

All flights involving student travel, other than travel on commercial air carriers, must be approved in advance by the chancellor or the chancellor’s designee. As of January 24, 2020 the TTUS chancellor has delegated signature approval to the TTU president or the president’s designee.

Procurement Services Review Policy

Procurement Services shall review and verify the following for each flight:

1. Current air carrier or operating certificate on file.
 - If it is a new air charter, donor, or dry lease, Procurement Services will request this information to add to our files. A new contract will be required if there was not previously a contract or if the existing contract has terminated.
2. A contract executed on a template pre-approved by the Office of General Counsel or reviewed by Office of General Counsel. All contracts shall be first routed through the Office of Procurement Services.
3. With the exception of commercial aircraft, the aircraft operator shall provide a certificate with the following information:
 - a. type of certificate;
 - b. certificate number;
 - c. date the certificate was issued;
 - d. expiration date for the certificate;

- e. type and registration number of aircraft authorized;
 - f. name of the Federal Aviation Administration Flight Standards Office having jurisdiction over the certificate holder; and
 - g. schedule of insurance coverage in effect, showing insurance companies, policy numbers, type, amounts, period of coverage, and special conditions, exceptions and limitations.
4. Pilot has the proper authorization to pilot trip. For TTU System and TTU Procurement Services will verify this information using ARG/US Tripcheq through the Office of Risk Management.
 5. Insurance meets all TTUS/TTU insurance requirements including Regents' Rule Chapter 07. Aircraft owners/operators must furnish a certificate of insurance to TTUS/TTU as proof of at least \$300,000 coverage per passenger, or the minimum amount required by law, whichever is greater.
 6. TTUS chancellor or designee or the TTU president or designee has approved the trip.
 7. The vendor is in good standing with the State of Texas and TTUS/TTU.
 8. A requisition is created in TechBuy to encumber the funds needed for payment to the charter or aircraft provider.

Air travel to or in foreign countries by TTUS/TTU faculty, staff, or students shall be arranged only through commercial air carriers regularly engaged in scheduled passenger air transportation.

Travel for other TTUS component institutions shall be coordinated with the appropriated procurement/contracting offices and shall comply with the Regents' Rules.

CHARTER BROKER SERVICES

Air Charter Services Inc.

Contract:

Contract #: C14963
Start Date: 10/22/19
End Date: 10/26/20

Contact:

Hap Pareti, CEO
Air Charter Services, Inc.
2500 East Las Olas Boulevard, Suite #1409
Ft. Lauderdale, Florida 33301
Phone: (954)224-6288 Fax: (954) 581-4261

Previously Approved Charters Providers:

- Swift Air LLC – Part 121 carrier

Contract Details:

For all possible charter services, Air Charter Services, Inc. (ACS) shall perform all necessary due diligence necessary to secure air carriers and aircraft operators. This includes, but is not limited to, the following:

- Consider price, quality, and safety of the air carriers and aircraft operator in any selections;
- Ensure air carriers, aircraft operators, and subsequent charter services are bound or otherwise subject to the terms the TTUS/TTU contract;
- Verify that air carrier and aircraft operator meets regulatory and TTUS/TTU requirements, including but not limited to the Regents' Rules;
- Provide written, firm quotes for the options being considered;
- Act as agent for TTUS/TTU only, and not as an agent for the air carrier or aircraft operator;
- Provide coordination of all charter details and accessorial services;
- Provide flight tracking; and
- Act as intermediary in the event of an aircraft mechanical failure or flight itinerary change.

Additional Fees:

- All fuel, oil and into plane fuel services; fuel based on fuel prices of \$3.00 per gallon. TTUS/TTU will pay ACS for any excess fuel charges above \$3.00 per gallon, or if fuel is less than \$3.00 per gallon, TTUS/TTU will be provided a refund.
- If any de-icing is necessary its cost will be borne by TTUS/TTU. There will be a cap of \$25,000.00 for all of the flights in any fuel surcharge.
- Landing fees, traffic rights and fees, en-route navigational and overflight waivers and any air traffic control fees.
- Aircraft handling involving passenger check-in, baggage boarding and all security screening and inspections.

Insurance:

Air charter brokers do not carry the required insurance limits for services, since they are acting as a broker; TTUS/TTU will request a certificate of insurance from the air carrier prior to approving the contract.

Status Jet

Contracts:

Contract: C15386
Start Date: 01/22/20
End Date: 07/30/20

Contact:

Matt Miller
Status Jet
4500 Westgrove Drive Suite 300 Addison Airport
Addison, TX 75001
(972) 345-7653
matt@statusjet.com

Previously Approved Charter Providers

- ATI Jet Executive Charter – Part 135, USAC Airways 691 LLC dba Freedom Jets – Part 135

Contract Details:

Status Jet will provide all-inclusive quotes with the exception of catering, ground transportation, deicing, hangar rental, and flight phone usage.

Any change in itinerary will require a new quote and may incur additional costs.

Domestic flights on non-peak days that are cancelled within 72 hours (but more than 24 hours) of the scheduled departure time will be subject to a cancellation fee equal to 50% of the total amount quoted.

Domestic flights on non-peak days that are canceled within 24 hours of the scheduled departure time will be subject to a cancellation fee equal to 100% of the total amount quoted.

One-way flights, domestic and international, are subject to a 100% cancellation fee upon signature confirmation, no exceptions.

A "no-show" will be charged the full amount of the charter flight. If TTUS/TTU is 1 (one) hour late from scheduled departure time on the itinerary and has not notified Status Jet, it will be considered a "no-show" and Status Jet reserves the right to depart and the no-show policy will be enforced. If TTUS/TTU notifies Status Jet within the 1 hour after the scheduled departure time to notify of a delay additional extension of time, and that new departure time will be the new "scheduled" departure time. Cancellation charges and or travel overtime charges may apply.

Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustment. Notification of changes and/or cancellations must be in writing and transmitted by e-mail to charter@statusjet.com or by fax to 214-238-8063 within the cancellation time frame listed above.

In the event this charter cannot be completed due to a mechanical issue of the aircraft or the charter is declined by the operator, TTUS/TTU will only be responsible for payment for all costs incurred for the completed portion(s) of the trip. Status Jet does not guarantee that an alternative aircraft will be available but will make every effort to provide a comparable aircraft option which may result in an additional charge to TTUS/TTU.

Insurance:

Air charter brokers do not carry the required insurance limits for Services, since they are acting as a broker; TTUS/TTU will request a certificate of insurance from the Air Carrier prior to approving the contract.

STM Charters

Contract:

Contract #: C13257
Start Date: 08/08/18
End Date: 09/17/20

Contact:

Kevin Ross
STM Charters
1203 W Rideway Ave
Waterloo, IA 50701
Phone: (281) 686-6204
kross@stmcharters.com

Previously Approved Charter Providers

- Hillwood Airways – Part 121, RVR Aviation – Part 135, and United Airlines – Part 121

Contract Details:

For all possible Charter Services, STM shall perform all necessary due diligence necessary to secure air carriers and aircraft operators. This includes, but is not limited to, the following:

- Consider price, quality, and safety of the air carriers and aircraft operator in any selections;
- Ensure air carriers, aircraft operators, and subsequent charter services are bound or otherwise subject to the terms the TTUS/TTU Contract;
- Verify that Air Carrier and aircraft operator meets regulatory and TTUS/TTU requirements, including but not limited to the Regents' Rules;
- Provide written, firm quotes for the options being considered;
- Act as agent for TTUS/TTU only, and not as an agent for the air carrier or aircraft operator;
- Provide coordination of all charter details and accessorial services;
- Provide flight tracking;
- Act as intermediary in the event of an aircraft mechanical failure or flight itinerary change; and
- For aircraft with more than sixty (60) seats, STM will arrange screening in compliance with TSA, FAA, and local airport regulations. For aircraft with sixty (60) seats or less, qualified personnel will check all passenger identifications as required by all applicable Federal, state and local laws, regulations and ordinances.

Additional Fees:

- Pricing for services will be requested, quoted and negotiated by both parties. Requests may be based on a single flight or on a season-by-season basis (Athletics).
- Cost for in-flight meal services is separate and may be requested by and quoted to TTUS/TTU.
- De-icing expenses will be charged at cost.
- For any ground time delays within the control of TTUS/TTU, STM will only charge any actual sustained costs incurred by the Charter operator because of such delay. Costs incurred for all ground time delays due to any reason not within in the control of TTUS/TTU, will be borne solely by STM.
- STM will specify a price for fuel for each particular Charter in each quotation.

Insurance:

Air charter brokers do not carry the required insurance limits for services, since they are acting as a broker; TTUS/TTU will request a certificate of insurance from the air carrier prior to approving the contract.

CHARTER JET SERVICES

Abilene Aero, Inc. dba Lubbock Aero

Contract:

Contract #: Pending Contract Negotiations

To obtain a quote contact: Charter@lubbockaero.com

Duties

Abilene Aero has the following duties and responsibilities:

- The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight;
- Any flight involving TTUS/TTU students must be either a multi-engine turbo prop or multi-engine jet and piloted by two qualified pilots;
- Ingress and egress of the passengers to and from the aircraft;
- Pre-flight check-in procedures for both passengers and baggage;
- Prohibition of alcohol service on all flights for TTUS/TTU; and
- Maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post flight operations, including but not limited to the performance of every act, duty and responsibility required by law or regulation or any regulatory authority having jurisdiction over the operation of each flight and the aircraft.

Fees

Abilene Aero will charge TTUS/TTU the following rates: Fees include crew costs, landing, security and screener charges.

Rates & Fees

Super King Air B200 (7 passengers max)	\$1,900 per flight hour
King Air C90B (4 passengers max)	\$1,650 per flight hour

Other charges:

Second pilot (we generally fly with one)	\$750 per day
Overnight charges (hotel, meals, car, etc.)	\$300 per night per person
Aircraft standby charges (non-flying days)	1 hour of flight time per day
Other charges (landing fees, ramp fees, etc.)	As required by destination airport

List of Qualified/Approved Pilots on File

Brian Yates

Tom Tomaras

Michael Perkins

Roy McBeth

Avalair Aircraft Management, LLC

Contract:

Contract #: C12828
Start Date: 10/01/19
End Date: 09/30/20

Contact:

Avalair Aircraft Management, LLC
Attn: Michael Cauthen
President
589 Garden Oaks Blvd
Houston, Texas 7018
T. 713-204-9099
michael@avalair.net

Flight Operations – Part 135 Air Carrier

- West Wind II – seats 8 passengers
- Socata TBM 700 – seats 5 passengers
- Socata TBM 850 – seats 5 passengers

Fees

Quotes are inclusive with the exception of catering, ground transportation, and any other special passenger requests. A final invoice with any additional items will be sent after the completion of the flight. Avalair retains the right in selecting its preferred Fixed Base Operator (“FBO”) at each airport on the itinerary. Additional charges may apply if TTUS/TTU elects a non-preferred FBO.

Itinerary changes are permitted but subject to aircraft and crew availability and subject to price adjustment. Notification of changes and/or cancellations must be in writing and transmitted by email to info@avalair.net within the cancellation timeframe listed above.

Cancellations must be made in writing by email to info@avalair.net. Avalair must receive written notice of cancellation forty-eight (48) hours prior to the scheduled departure time to avoid any charges. TTUS/TTU will be charged fifty percent (50%) of the total quote amount if cancellation is made within forty-eight (48) hours of the scheduled departure time. If TTUS/TTU is a “no-show” as defined below, TTUS/TTU will be charged one hundred percent (100%) of the total quote amount.

If TTUS/TTU is (one) 1 hour late from the scheduled departure time on the itinerary and has not notified Avalair, they will be considered a “no-show” and Avalair reserves the right to depart. If TTUS/TTU notifies Avalair of a delay within one (1) hour after the scheduled departure time, Avalair may grant an additional extension of time, and that new departure time will be the new “scheduled” departure time. Avalair will make every effort to accommodate the new “scheduled” departure time but cannot guarantee completion of the flight due to crew duty and/or scheduling issues.

Chaparral Jet Center

Contract:

Contract #: C07281
Start Date: 01/13/18
End Date: 01/13/21

Contact to obtain quote: Stephanie@chaparraljet.com

Duties

Chaparral has the following duties and responsibilities:

- The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight;
- Aircraft security while aircraft is on the ground;
- Air terminal security as may be required by law;
- Ingress and egress of the passengers to and from the aircraft;
- Pre-flight check-in procedures for both passengers and baggage;
- Prohibition of alcohol service on all flights for TTUS/TTU; and
- Maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post flight operations, including but not limited to the performance of every act, duty and responsibility required by law or regulation or any regulatory authority having jurisdiction over the operation of each flight and the aircraft.

Fees

Chaparral will charge TTUS/TTU the following rates: Fees include crew costs, landing, security, and screener charges.

- Lear 35: Seats up to 8 passengers
 - \$2,700 per hour
 - \$820 per day for 2 pilots
 - \$665 per night for 2 pilots
- King Air 200: Seats up to 8 passengers
 - \$1,350 per hour
 - \$820 per day for 2 pilots
 - \$665 per night for 2 pilots
- Cancellation fee if cancelled within 24 hours of flight (1/3 of quoted fee).
- Additional charges: pilot daily fees, pilot travel expenses, federal excise tax, fuel surcharge (above \$2.00 per gallon), ramp/landing fee, hangar fee, de-icing charges. All fuel surcharges will be evidenced by actual fuel provider invoices or written quotes from the fuel provider.
- No charges for ground delays

Leviate Air Charter

Contract:

Contract #: Pending Contract Negotiations

Contact to obtain quote: fly@leviateair.com

Duties

Leviate has the following duties and responsibilities:

- Ingress and egress of the passengers to and from the aircraft;
- Pre-flight check-in procedures for both passengers and baggage;
- Prohibition of alcohol service on all flights for TTUS/TTU; and
- Maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post flight operations, including but not limited to the performance of every act, duty and responsibility required by law or regulation or any regulatory authority having jurisdiction over the operation of each flight and the aircraft.

Fees

Hourly rates include all fuel costs (regardless of consumption), crew costs, landing, and security and screener charges.

- King Air Turboprop: Seats up to 6 passengers
\$1,600 per hour
- Light Jet: Seats up to 6 passengers
\$2,995 per hour
- Mid-Size Jet: Seats up to 7 passengers
\$3,495 per hour
- Super Mid-Size Jet: Seats up to 8 passengers
\$4,595 per hour
- For all confirmed round trips, if TTUS/TTU cancels the charter with at least 48 hours' notice prior to the originally scheduled departure time, TTUS/TTU will not be charged any cancellation fee. If TTUS/TTU cancels a charter with less than 48 hours' notice prior to the originally scheduled departure time, TTUS/TTU may be charged a cancellation fee equal to the cost of the scheduled charter.
- Additional Expenses: The following items are not included in the above rate: catering, landing fees, FBO fees, de-icing charges, and taxes applicable to TTUS/TTU. Additional charges will be invoiced to TTUS/TTU at cost only, no mark ups allowed.
- No charges for ground delays if all TTUS/TTU passengers are present, but due to airport congestion or other causes beyond the control of either party the charter take off has been delayed.

Texas Department of Transportation

Contract:

Contract #: C07883
Start Date: 08/14/19
End Date: 08/31/20

Contact

Butch Ricke
Flight Coordinator
Texas Dept of Transportation
Flight Services Section
Office: 512-936-8900
Cell: 682-234-1189
Edward.Ricke@txdot.gov

Flight Operations – Part 135

- 1981 Beechcraft 200 N1TX - seats 8 passengers
- 1982 Beechcraft B200 N173TX - seats 8 passengers
- 1985 Beechcraft B200 N184TX - seats 8 passengers
- 2000 Raytheon B200 N116TX - seats 7 passengers

How to Schedule a Flight

- To schedule a trip, please email Flight Services or call (512) 936-8900.
- Aircraft will be assigned based on need and availability, unless a specific plane is requested.
- A cost estimate will be provided prior to the flight being scheduled. The requesting agency is responsible for determining if the flight is cost-effective and meets state statutes for the use of state aircraft. Agencies are billed at the end of each month.
- Prior to the flight, each passenger will be presented, and must sign, an affidavit stating that the person is traveling on official state business. On filing the affidavit, the person will be authorized to use state-owned aircraft for a period of one year.
- Prior to the flight, the administrative head of TTUS/TTU, or their designee, must certify that the employee's transportation on state-owned aircraft complies with all applicable state laws, regulations, and rules.

Wheels Up (Athletics Only)

Contract:

Contract #: C14974
Start Date: 10/14/19
End Date: 10/14/23

Contact:

Contact to obtain quote or book a flight contact: (855)933-5987 or members@wheelsup.com

Fees

Hourly rates shown do not include required Federal Excise Tax and passenger fees. Flights may be subject to other taxes and fees as specified in this flight services agreement.

- King Air 350i: Seats up to 6 passengers
\$4,695 per hour
- Citation Excel/XLS: Seats up to 6 passengers
\$7,695 per hour
- Cancellation or Changes. Wheels Up reserves the right to assess a fee of up to 100% of the booked itinerary charge if a cancellation occurs or a change is made to a confirmed itinerary without giving notice at least 12 hours prior to departure time for flights originating and terminating in an operating region and 24 hours prior to departure time for flights that do not originate and terminate inside an operating region.
- Fuel Surcharge. Wheels Up reserves the right to add a fuel surcharge to the hourly rate to be capped at \$300 per flight hour for the King Air 350i and \$600 per flight hour for the Citation Excel/XLS.
- Ferry Fees may be charged for flight segments that do not originate and terminate in the operating region.
- Other Fees/Charges. Wheels Up reserves the right to charge TTUS/TTU for additional expenses including but not limited to: high density airport fees in the amount of up to \$650 for each departure from or arrival at a high density airport, fees, or other expenses incurred as a result of requested use of a fixed base operator other than what is directed by operator, ground transportation, car hire, special airport handling fees (e.g., after hour operations), special event fees imposed by the departure or arrival airport or its governing authority (e.g., Super Bowl, Masters), all applicable taxes including but not limited to required federal excise taxes and passenger fees, and costs of repairing any damage (or extraordinary wear and tear) caused by TTUS/TTU member (or corporate member's passengers) to the aircraft or its interior.
- Late Charges. If TTUS/TTU is more than 60 minutes late for a scheduled flight, Wheels Up or operator shall have the right to cancel the flight at its sole discretion and certain cancellation penalties may apply as provided in the agreement.
- Additional Fees for Flights Outside of the Continental United States. TTUS/TTU may be responsible for additional customary charges incurred for flights outside of the continental United States which may include, without limitation, navigation charges, positioning charges, landing charges, overnight charges, customs charges, segment charges, miscellaneous taxes, handling fees, various foreign fees, and charges.
- Catering. Wheels Up has arranged that there will be Wheels Up standard on-board provisions on flights. TTUS/TTU may request catering from the member services representative at an additional cost.

DONOR JET SERVICES

Double Eagle Aviation

Contract:

Contract #: C12873
Start Date: 07/20/18
End Date: 07/19/20

Contact:

Contact to obtain quote and book the plane: Cody Campbell: cody@depermian.com

Donor Aircraft Service Requirements

- Donor affirmatively states that he/she has control over the aircraft and has legal authority to make this donation.
- Donor shall comply with, and agrees to be responsible for compliance with, all applicable laws and regulations, including, but not limited to, United States laws and regulations, Federal Aviation Administration regulations, all applicable state laws and regulations, local ordinances, and airport rules and regulations.
- The aircraft is flightworthy and certified to operate under all applicable federal laws and regulations, including, but not limited to, Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (“C.F.R.”).
- All pilot(s) who will fly TTUS/TTU staff, faculty, or staff on the aircraft are fully qualified and insured for the specific aircraft, and each possess a commercial pilot certificate with instrument rating.
- For any flight involving TTUS/TTU students traveling, the aircraft be either a multi-engine turbo prop or a multi-engine jet. All flights will be operated by two qualified pilots.
- TTUS/TTU students may not be a passenger on a donated flight unless they are accompanied by TTUS/TTU staff or faculty.
- No flights for TTUS/TTU will be to or from foreign countries.
- The owner’s insurance policy meets the TTUS/TTU System coverage requirements (greater of \$300,000 coverage per passenger, or the minimum required by law). Attached is proof of current & valid insurance coverage in effect, showing insurance company, policy number, type, amounts, period of coverage, special conditions, and exceptions and limitations. TTU and the TTU System will be listed as additional insureds on the policy.
- A passenger list and emergency contact for each passenger must be submitted to TTUS/TTU prior to each flight on the aircraft.
- Upon completion of the donated flight, donor may provide a copy of all receipts for fuel, parking, and other applicable operating costs related directly to the donated flight to the Red Raider Club. The Red Raider Club will provide aforementioned documents and a copy of this agreement to the Texas Tech University System Office of Institutional Advancement. Donor should consult with a tax advisor to determine what, if any, charitable deduction may arise from the donated flight.

Plane Information

- Embraer Legacy 500 (Tail # N806DE): Seats up to 8 passengers

Lee Lewis Construction Inc. #C12873

Contract:

Contract #: C15244
Start Date: 11/25/19
End Date: 05/25/20

Contact:

Contact to obtain quote and book the plane: Dana Longino: dlongino@leelewis.com

Donor Aircraft Service Requirements

- Donor affirmatively states that he/she has control over the aircraft and has legal authority to make this donation.
- Donor shall comply with, and agrees to be responsible for compliance with, all applicable laws and regulations, including, but not limited to, United States laws and regulations, Federal Aviation Administration regulations, all applicable state laws and regulations, local ordinances, and airport rules and regulations.
- The aircraft is flightworthy and certified to operate under all applicable federal laws and regulations, including, but not limited to, Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (“C.F.R.”).
- All pilot(s) who will fly TTUS/TTU staff, faculty, or staff on the aircraft are fully qualified and insured for the specific aircraft, and each possess a commercial pilot certificate with instrument rating.
- For any flight involving TTUS/TTU students traveling, the aircraft be either a multi-engine turbo prop or a multi-engine jet. All flights will be operated by two qualified pilots.
- TTUS/TTU students may not be a passenger on a donated flight unless they are accompanied by TTUS/TTU staff or faculty.
- No flights for TTUS/TTU will be to or from foreign countries.
- The owner’s insurance policy meets the TTU System coverage requirements (greater of \$300,000 coverage per passenger, or the minimum required by law). Attached is proof of current & valid insurance coverage in effect, showing insurance company, policy number, type, amounts, period of coverage, special conditions, and exceptions and limitations. TTU and the TTU System will be listed as additional insureds on the policy.
- A passenger list and emergency contact for each passenger must be submitted to TTUS/TTU prior to each flight on the aircraft.
- Upon completion of the donated flight, donor may provide a copy of all receipts for fuel, parking and other applicable operating costs related directly to the donated flight to the Red Raider Club. The Red Raider Club will provide aforementioned documents and a copy of this agreement to the Texas Tech University System Office of Institutional Advancement. Donor should consult with a tax advisor to determine what, if any, charitable deduction may arise from the donated flight.

Plane Information

- Cessna 680 (Tail # N755LL): Seats up to 12 passengers

Mark Bain – FUB Air

Contract:

Contract #: C14950
Start Date: 12/5/19
End Date: 06/30/20

Contact:

Contact to obtain quote and book the plane: Mark Bain rmbain@firstunited.net

Donor Aircraft Service Requirements

- Donor affirmatively states that he/she has control over the aircraft and has legal authority to make this donation.
- Donor shall comply with, and agrees to be responsible for compliance with, all applicable laws and regulations, including, but not limited to, United States laws and regulations, Federal Aviation Administration regulations, all applicable state laws and regulations, local ordinances, and airport rules and regulations.
- The aircraft is flightworthy and certified to operate under all applicable federal laws and regulations, including, but not limited to, Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (“C.F.R.”).
- All pilot(s) who will fly TTUS/TTU staff, faculty, or staff on the aircraft are fully qualified and insured for the specific aircraft, and each possess a commercial pilot certificate with instrument rating.
- For any flight involving TTUS/TTU students traveling, the aircraft be either a multi-engine turbo prop or a multi-engine jet. All flights will be operated by two qualified pilots.
- TTUS/TTU students may not be a passenger on a donated flight unless they are accompanied by TTUS/TTU staff or faculty.
- No flights for TTUS/TTU will be to or from foreign countries.
- The owner’s insurance policy meets the TTU System coverage requirements (greater of \$300,000 coverage per passenger, or the minimum required by law). Attached is proof of current & valid insurance coverage in effect, showing insurance company, policy number, type, amounts, period of coverage, special conditions, and exceptions and limitations. TTU and the TTU System will be listed as additional insureds on the policy.
- A passenger list and emergency contact for each passenger must be submitted to TTUS/TTU prior to each flight on the aircraft.
- Upon completion of the donated flight, donor may provide a copy of all receipts for fuel, parking and other applicable operating costs related directly to the donated flight to the Red Raider Club. The Red Raider Club will provide aforementioned documents and a copy of this agreement to the Texas Tech University System Office of Institutional Advancement. Donor should consult with a tax advisor to determine what, if any, charitable deduction may arise from the donated flight.

Plane Information

Beech King Air 200 (Tail # N871UB): Seats up to 8 passengers

McDougal Family Partnership Ltd

Contract:

Contract #: C10859
Start Date: 04/12/19
End Date: 04/11/20

Contact:

Contact to obtain quote and book the plane: Marc McDougal: marcm@mcdougal.com

Donor Aircraft Service Requirements

- Donor affirmatively states that he/she has control over the aircraft and has legal authority to make this donation.
- Donor shall comply with, and agrees to be responsible for compliance with, all applicable laws and regulations, including, but not limited to, United States laws and regulations, Federal Aviation Administration regulations, all applicable state laws and regulations, local ordinances, and airport rules and regulations.
- The aircraft is flightworthy and certified to operate under all applicable federal laws and regulations, including, but not limited to, Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (“C.F.R.”).
- All pilot(s) who will fly TTUS/TTU staff, faculty, or staff on the aircraft are fully qualified and insured for the specific aircraft, and each possess a commercial pilot certificate with instrument rating.
- For any flight involving TTUS/TTU students traveling, the aircraft be either a multi-engine turbo prop or a multi-engine jet. All flights will be operated by two qualified pilots.
- TTUS/TTU students may not be a passenger on a donated flight unless they are accompanied by TTUS/TTU staff or faculty.
- No flights for TTUS/TTU will be to or from foreign countries.
- The owner’s insurance policy meets the TTU System coverage requirements (greater of \$300,000 coverage per passenger, or the minimum required by law). Attached is proof of current & valid insurance coverage in effect, showing insurance company, policy number, type, amounts, period of coverage, special conditions, and exceptions and limitations. TTU and the TTU System will be listed as additional insureds on the policy.
- A passenger list and emergency contact for each passenger must be submitted to TTUS/TTU prior to each flight on the aircraft.
- Upon completion of the donated flight, donor may provide a copy of all receipts for fuel, parking and other applicable operating costs related directly to the donated flight to the Red Raider Club. The Red Raider Club will provide aforementioned documents and a copy of this agreement to the Texas Tech University System Office of Institutional Advancement. Donor should consult with a tax advisor to determine what, if any, charitable deduction may arise from the donated flight.

Plane Information

- Cessna C-550B (Tail # N595PC): Seats up to 8 passengers

United Supermarkets

Contract:

Contract #: C13019
Start Date: 08/16/19
End Date: 08/15/20

Contact:

Contact to obtain quote and book the plane: Garry Baccus: gbaccus@unitedtexas.com

Donor Aircraft Service Requirements

- Donor affirmatively states that he/she has control over the aircraft and has legal authority to make this donation.
- Donor shall comply with, and agrees to be responsible for compliance with, all applicable laws and regulations, including, but not limited to, United States laws and regulations, Federal Aviation Administration regulations, all applicable state laws and regulations, local ordinances, and airport rules and regulations.
- The aircraft is flightworthy and certified to operate under all applicable federal laws and regulations, including, but not limited to, Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (“C.F.R.”).
- All pilot(s) who will fly TTUS/TTU staff, faculty, or staff on the aircraft are fully qualified and insured for the specific aircraft, and each possess a commercial pilot certificate with instrument rating.
- For any flight involving TTUS/TTU students traveling, the aircraft be either a multi-engine turbo prop or a multi-engine jet. All flights will be operated by two qualified pilots.
- TTUS/TTU students may not be a passenger on a donated flight unless they are accompanied by TTU staff or faculty.
- No flights for TTUS/TTU will be to or from foreign countries.
- The owner’s insurance policy meets the TTU System coverage requirements (greater of \$300,000 coverage per passenger, or the minimum required by law). Attached is proof of current & valid insurance coverage in effect, showing insurance company, policy number, type, amounts, period of coverage, special conditions, and exceptions and limitations. TTU and the TTU System will be listed as additional insureds on the policy.
- A passenger list and emergency contact for each passenger must be submitted to TTUS/TTU prior to each flight on the aircraft.
- Upon completion of the donated flight, donor may provide a copy of all receipts for fuel, parking and other applicable operating costs related directly to the donated flight to the Red Raider Club. The Red Raider Club will provide aforementioned documents and a copy of this agreement to the Texas Tech University System Office of Institutional Advancement. Donor should consult with a tax advisor to determine what, if any, charitable deduction may arise from the donated flight.

Plane Information

- Cessna CE560 (Tail # N113US): Seats up to 8 passengers

DRY LEASE AGREEMENTS

Van Ness Management, LLC

Contract:

Contract #: Pending Contract Negotiations

Contact:

Contact to obtain quote and book the plane: Wes Tolley: w.tolley@sbcglobal.net

Fees:

- Fees charged are for the rental of the plane only. All costs associated with operating the plane (fuel and pilots, including their lodging) are an additional cost to TTUS/TTU.
- King Air B200 (Tail # N88VN): Seats up to 8 passengers
\$650.00 per hour plus any applicable sales, use and/or federal excise taxes.
-

TTUS/TTU Payment Obligations

- TTUS/TTU is responsible for oil, fuel, pilot fees, travel arrangements, and other expenses.
- TTUS/TTU is responsible for applicable sales, use, and federal excise taxes.
- TTUS/TTU is responsible for landing fees and charges charged by any landing airport.
- Pilot services must be arranged independently of plane. Departments must utilize the qualified pilots listed below. Co-pilot must meet the open pilot warranty of the insurance policy.

Qualified Pilots for use of Van Ness plane:

Clyde Lynn	806-438-3350	CaptClyde@aol.com
Roger McMillan	806-535-6567	rogermcmillan42@sbcglobal.net
Gary "Buddy" Tidwell	806-549-8453	bud22866@aol.com
Mike Hutcherson	806-239-7514	mhutcherson1@gmail.com

TTU Procurement Services has established a billing account for fuel with Lubbock Aero for TTU System and TTU travel. Other component institutions should make arrangements with their procurement/contracting offices. Lubbock Aero offers 24 hour fueling with on-call maintenance. TTU System and TTU Departments may set up their own blanket order for fuel expenses incurred each fiscal year or they can use the TTU Procurement Services blanket order by submitting your FOAP information to techbuy.purchasing@ttu.edu

Additional fueling arrangements for locations outside of Lubbock must be arranged separately. Contact techbuy.purchasing@ttu.edu or 806-742-3844 for assistance.

Winston Electric dba Acme Electric (TTU Athletics Only)

Contract:

Contract #: Pending Contract Negotiations

Contact:

Contact to obtain quote and book the plane: Barry Brown: bbrown@acmeelect.com

Fees:

- Fees charged are for the rental of the plane only. All costs associated with operating the plane (fuel and pilots, including their lodging) are an additional cost to TTUS/TTU.
- Citation Excel 560XL-500 (Tail # N814BR-): Seats up to 9 passengers
In exchange for use, lessee will provide TTU with Red Raider points for each flight.

TTU Athletics Payment Obligations

- TTU Athletics is responsible for oil, fuel, pilot fees, travel arrangements, and other expenses.
- TTU Athletics is responsible for applicable sales, use, and federal excise taxes.
- TTU Athletics is responsible for landing fees and charges charged by any landing airport.
- Pilot services must be arranged independently of plane. TTU Athletics must utilize the qualified pilots listed below. Co-pilot must meet the open pilot warranty of the insurance policy.

Qualified Pilots for use of the Acme Electric plane:

Tully Martin	806-239-3251
Barry Brown	806-745-7720
Sean Delago	719-201-0723

TTU Procurement Services has established a billing account for fuel with Lubbock Aero. Lubbock Aero offers 24 hour fueling with on-call maintenance. TTU Athletics may set up their own blanket order for fuel expenses incurred each fiscal year or they can use the TTU Procurement Services blanket order by submitting your FOAP information to techbuy.purchasing@ttu.edu

Additional fueling arrangements for locations outside of Lubbock must be arranged separately. Contact techbuy.purchasing@ttu.edu or 806-742-3844 for assistance.

EXHIBITS

Exhibit A – Air Charter Checklist

Date _____

Charter Service Provider _____

All TTUS/TTU staff, faculty, and students traveling on official business or activities shall use only those aircraft and aircraft operators that meet the requirements set forth below per TTUS Board of Regents Rules Section 07.11.

07.11.1 Aircraft use and operation. Aircraft & Pilots are certified and operate under Subchapters F & G, Parts 91, 119, 121, 125, or 135 in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (as applicable).

Part 91 Part 121 Part 135 Other: _____

07.11.3 Information requirement. With the exception of commercial, certified domestic and flag air carriers, aircraft operators shall provide the TTU system with the following information:

Air Carrier Certificate Operating Certificate

The Air Carrier Certificate or Operating Certificate includes—

Certificate holder's name: _____

Certificate holder's principal base of operations: _____

Certificate number: _____ Certificate's effective date: _____

Name or the designator of the responsible Flight Standards office: _____

Aircraft Information: N-Number: _____ Make / Model: _____

Risk Management review of air charter/carrier history Date of review: _____

07.11.4 Chartered Aircraft. Aircraft and crew made available to the TTU system by other than commercial operators must, as a minimum, qualify under all regulations regarding aircraft and crew outlined in 14 C.F.R., Chapter 1, Subchapter G, Part 91.

Pilots possess a commercial pilot certificate with instrument rating.

Name of Pilot #1 _____

Type of certificate _____

Certificate number _____

Date issued _____

Type of aircraft authorized _____

Name of Pilot #2 (if applicable) _____

Type of certificate _____

Certificate number _____

Date issued _____

Type of aircraft authorized _____

In addition, all aircraft used pursuant to this provision to transport students must, at a minimum, contain:

Aircraft contains a multi-turbo prop engine or jet engine

- All flights involving student travel must be piloted by two (2) pilots (minimum) that are fully qualified and insured in the aircraft being flown who possess a commercial pilot certificate with instrument rating.

- 07.11.5 Insurance.** Certificate of Insurance as proof of \$300,000 coverage per passenger or the minimum amount required by Law, whichever is greater.

- 07.11.6. Administrative requirements.** All flights involving leased or chartered aircraft, or aircraft made available to the TTU system pursuant to Section 07.11.4, Regents' Rules, must be approved in advance by the chancellor or the chancellor's designee. Date of approval: _____

- All flights involving student travel, other than travel on commercial air carriers, must be approved in advance by the chancellor or the chancellor's designee. Date of approval: _____

- The TTU system department arranging travel under this subsection shall ensure that contracts and other appropriate documents are reviewed by the Office of the General Counsel prior to approval by the chancellor or the chancellor's Designee. Date of approval: _____

- 07.11.7 Waiver.** This policy can be waived by the chief academic officer's prior **written** approval for employees and graduate research assistants involved in research projects requiring aerial surveys. These research projects must be supported by fund grants that have been approved by the Office of Research Services. Date of approval: _____

Exhibit B - Chapter 07 — Regents' Rules for Aircraft Use and Operation

07.11 Aircraft use and operation. All TTU system staff, faculty, and students traveling on official business or activities shall use only those aircraft and aircraft operators that meet the requirements set forth below. The travel regulations contained in the state Appropriations Act and applicable state statutes shall be followed by the TTU system.

Regardless of the source of funds, allowable reimbursements are established by the state Appropriations Act. In addition, TTU system employees are encouraged to be as conservative as possible in the use of air travel, using charter flights only when such flights are cost-effective or absolutely necessary.

07.11.1 Air travel requirements. The TTU system shall only use aircraft and aircraft operators that are flightworthy and are certified and operate under Subchapters F & G, Parts 91, 119, 121, 125, or 135, as applicable, in Chapter 1, Federal Aviation Regulations, 14 Code of Federal Regulations (the "C.F.R."). In addition, all aircraft used pursuant to this provision must, at a minimum, be piloted by pilots that are fully qualified and insured in the aircraft being flown, possessing a commercial pilot certificate with instrument rating. All flights involving student travel must be piloted by two pilots.

07.11.2 Foreign air travel. Air travel to or in foreign countries by TTU system faculty, staff or students shall be arranged only through commercial air carriers regularly engaged in scheduled passenger air transportation.

07.11.3 Information requirement. With the exception of commercial, certified domestic and flag air carriers, aircraft operators shall provide the TTU system with the following information:

- a. type of certificate;
- b. certificate number;
- c. date the certificate was issued;
- d. expiration date for the certificate;
- e. type and registration number of aircraft authorized;
- f. name of the Federal Aviation Administration Flight Standards Office having jurisdiction over the certificate holder; and
- g. schedule of insurance coverage in effect, showing insurance companies, policy numbers, type, amounts, period of coverage, and special conditions, exceptions and limitations.

07.11.4 Aircraft made available to the TTU system by other than commercial operations. Aircraft and crew made available to the TTU system by other than commercial operators must, as a minimum, qualify under all regulations regarding aircraft and crew outlined in 14 C.F.R., Chapter 1, Subchapter G, Part 91, and conform to the insurance provisions set forth in Section 07.11.5, Regents' Rules. In addition, all aircraft used pursuant to this provision to transport students must, at a minimum, contain a multi-turbo prop engine or jet engine and be piloted by two pilots who are fully qualified and insured in the aircraft being flown and who possess a commercial pilot certificate with instrument rating.

07.11.5 Insurance. Aircraft owners/operators must furnish a certificate of insurance to the TTU system as proof of at least \$300,000 coverage per passenger, or the minimum amount required by law, whichever is greater.

07.11.6 Administrative requirements. The following are administrative requirements:

- a. All flights involving leased or chartered aircraft, or aircraft made available to the TTU system pursuant to Section 07.11.4, Regents' Rules, must be approved in advance by the chancellor or the chancellor's designee.

b. All flights involving student travel, other than travel on commercial air carriers, must be approved in advance by the chancellor or the chancellor's designee.

c. The TTU system department arranging travel under Subdivision a. or b. of this subsection shall ensure that contracts and other appropriate documents are reviewed by the Office of the General Counsel prior to approval by the chancellor or the chancellor's designee.

07.11.7 Waiver. This policy may be waived by the prior written approval of the institution's chief academic officer for employees and graduate research assistants involved in research projects requiring aerial surveys. Such research projects must be supported by funded grants that have been approved by the Office of Research Services.

07.11.8 Aircraft piloted by TTU system personnel on official business. A TTU system employee may pilot an aircraft owned or leased by the employee for travel on official business and may be reimbursed for such travel in accordance with state regulations (see Chapter 660, Subchapter D, Texas Government Code). Any aircraft piloted by TTU system personnel for travel on official business must be maintained in accordance with all applicable Federal Aviation Regulations and shall have all instrumentation required for flying in the meteorological conditions then existing and as forecast. The pilot must be current and qualified in accordance with all applicable Federal Aviation Regulations for the type aircraft flown and for the meteorological conditions then existing and as forecast. No flight shall be piloted by TTU system personnel with other faculty, staff, students, prospective students, or guests aboard. Any TTU system personnel desiring to travel under this provision must execute a written release of liability releasing the TTU system from any and all liability associated with such travel.