December 13, 1991

Mr. Marc S. Bocci
Assistant Corporate
Counsel Nike, Inc.
One Bowerman Drive
Beaverton, Oregon 97005-6453

Dear Mr. Bocci:

This is in response to your letter of November 22, 1991 in which you have asked for a legal opinion regarding the use of your company-owned Gulfstream III airplane. You have asked whether Nike can enter into a single time-sharing agreement with its Chief Executive Officer to cover a series of flights operated for him and for certain unnamed public officials for personal, non-business purposes.

The regulatory history of Subpart F of Part 91 of the Federal Aviation Regulations (formerly Subpart D) indicates that those provisions relating to time-sharing contemplated that the parties to those agreements have corporate identities. The FAA has consistently held that FAR 91.501(b)(6) does not permit the lease of a company aircraft to an individual, since that subsection relates to "The carriage of company officials, employees, and guests...".

It is therefore our opinion that the operation proposed by you, in which Nike, Inc., would lease its aircraft to its Chief Executive Officer and certain public officials, could not be conducted pursuant to the time-sharing provisions of FAR 91.501(b)(6). Those operations would appear to be permissible under FAR 91.501(b) (4), if no charge, assessment, or fee is made for the transportation.

I hope that this answers the questions raised in your letter. If you have any further questions regarding this matter, please feel free to contact our office.

Sincerely,

GEORGE L. THOMPSON
Assistant Chief Counsel

By:
PETER R. LAYLIN
Attorney