December 13, 1996

Kit G. Narodick, Esq.
Two Union Square
601 Union Street
Seattle, WA 98101-2346

RE: Legal Opinion

Dear Mr. Narodick:

This letter is in response to your letter of December 10, 1996, which seeks a legal opinion from the FAA with respect to reimbursement for pilot expenses for an aircraft operated under Part 91.501, Time Sharing Agreement. Specifically, Partnership "A" operates, with a single pilot, a business jet certified for single-pilot operation. Company "B," with which it has a time-sharing agreement, is required by its insurance contract to operate with a two-person flight crew. You ask whether "A" may provide a second pilot to "B" and be reimbursed under 91.501(d).

As you know, a time-sharing agreement is an agreement whereby an aircraft, with flight crew, is leased to another, and no charge is made except for those specified in Section 91.501(d). Flight crew salaries are not listed expenses in (d). Therefore, "A" could not pass on the salary cost of a flight crew of any size to "B."

Travel expenses of the crew, including food, lodging, and ground transportation, are listed expenses in (d). However, the preamble to Part 91.501 [formerly Part 91, subpart d] indicates that the charges permitted under a time-sharing agreement are those that are associated with the normal operation of the aircraft (37 FR 14758 July 25, 1972). It appears that the normal flight crew of the aircraft is one and, therefore, reimbursement for associated travel expenses would be limited to one crewmember.

It seems to me that there are at least three options available: (a) "B" could obtain and pay for a second crewmember on its own account; (b) "A" could provide a second crewmember but not seek reimbursement for the additional cost; (c) "A" could petition the FAA for an exemption from the limitation in recognition of the enhanced safety to be provided by a second pilot.

Sincerely,

George L. Thompson
Assistant Chief Counsel