

Aircraft Charter Standard Terms and Conditions

Charter Service Agreement

This Charter Service Agreement ("Agreement") is effective as of the day it is executed by and between AJ Aero, a New York limited liability company, (hereinafter referred to as "AJ Aero") and _____ (hereinafter referred to as "Client").

By using the services provided by AJ Aero, as agent for Client, Client agrees to be bound by the terms and conditions set forth below. Client acknowledges and agrees that the aircraft charter business and air charter brokerage business is regulated by certain national, international, state and local governmental laws and regulations and that such laws, regulations and best practices in the industry may change from time-to-time and, accordingly, AJ Aero shall have the right to modify this Agreement at any time by providing written notice to Client, and such modifications to this Agreement shall be effective immediately upon AJ Aero providing notice of the same to Client. By executing this Agreement, Client agrees to periodically review this Agreement and to be aware of such modifications to this Agreement. Accordingly, Client's continued use of AJ Aero services shall be deemed Client's conclusive acceptance of any modifications to this Agreement.

- 1. General:** AJ Aero desires to act as an agent for Client and arrange charter services between Client and one or more certified air carriers (hereinafter referred to as "Carrier") under applicable regulations of the United States Federal Aviation Administration ("FAA") and Department of Transportation ("DOT"). Once Client has confirmed a charter, AJ Aero shall be authorized, as Client's agent, to enter into a charter contract with Carrier. Flights will be operated in accordance with United States Federal Aviation Regulation ("FAR(s)") Part 135 and Carrier will have operational control of the aircraft at all times. CLIENT ACKNOWLEDGES AND AGREES THAT AJ AERO IS ONLY ACTING AS AN AGENT OF CLIENT FOR THE ARRANGEMENT OF THE CHARTER FLIGHTS DESCRIBED HEREIN. This Agreement shall be binding and remain in full force for each charter flight arranged by AJ Aero until it is cancelled in writing by either party. This Agreement shall be supplemented for each specific charter flight by a separate "Charter Quote", which will include the flight details, pricing, cancellation terms, restrictions, description of the aircraft, and other applicable information and payment instructions.
- 2. Costs and Expenses:** The Charter Quote for each specific trip shall set forth the charter price and any associated costs and expenses for each unique charter. Client shall be responsible for additional charges incurred by AJ Aero in the provision of the services described in this Agreement and Client may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time the Charter Quote is executed); such additional costs and expenses shall include, without limitation, catering costs, ground transportation costs, flight phone costs, de-icing costs, fuel surcharges, crew expenses, air space navigation fees, weather service fees, international fees and such other costs and expenses as are incidental to charter services. Client further agrees that it shall be responsible for all sales, use, VAT, stamp, FET, transfer, segment fees and other similar taxes, fees, duties and penalties that may be imposed by any federal, state, county, local, foreign or

other governmental authority as a result of the flights and services provided in connection with this Agreement ("Taxes"). Client shall defend, indemnify and hold AJ Aero harmless against any such Taxes which are the obligation of Client hereunder. The obligations of Client under this Section shall survive the termination of this Agreement.

3. **Payment:** The payment for each charter flight shall be due upon confirmation of each charter; payments must be received in order to confirm each flight as AJ Aero cannot guarantee the availability of the agreed upon aircraft until payment has been received. At the discretion of AJ Aero, credit cards may be accepted for payment of charges and such payments will be subject to a 4% additional fee. Additional payment terms may be arranged and agreed upon by AJ Aero and Client which shall be listed in the Charter Quote for each specific flight.

4. **Authorized Flight Schedulers:**

(a) The Individuals listed below are authorized by Client to confirm, alter or cancel each charter flight arranged by AJ Aero on behalf of Client:

NAME

TITLE/RELATIONSHIP

PHONE

EMAIL

(b) Client is responsible for immediately notifying AJ Aero in writing via email or facsimile if the list of authorized flight schedulers has changed in any way. Client shall be held responsible for any and all costs incurred by AJ Aero as a direct result of Client's failure to inform AJ Aero of such alterations in authorized schedulers. This includes any fees incurred by an individual whose authority has been revoked but Client has not notified AJ Aero in writing.

(c) In order to schedule a flight, Client must contact AJ Aero via phone, email, facsimile or other previously agreed upon methods. The aircraft will not be confirmed or deemed chartered by Client until the full amount of the flight, which is listed on the Charter

Quote has been received by AJ Aero, unless previously agreed upon and noted in the Charter Quote.

5. **Operation:** Carrier and the captain of the aircraft are authorized to take all necessary measures to ensure safety. He/she/it shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon Client and all passengers. AJ Aero does not control operations of Carrier, which under applicable FARs are the sole responsibility of Carrier, and AJ Aero is not liable for the operation, action and undertakings of Carrier.
6. **Liability for Damages:** Client shall be held liable for any and all damages to the aircraft and property of Carrier, which was caused by Client or Client's guests.
7. **Limitation of Liability:** AJ Aero shall not be held liable for loss, injury, damage, delay or cancellation caused by or resulting from any act of God, economic or political sanctions, quarantine, failure or refusal on the part of any governmental agency to grant or issue approvals, clearance, permits or operating authority, rights or civil commotion, military emergency, war or war hazards, fuel shortages, weather conditions, mechanical breakdown, strikes or labor problems, or occurrences of similar or dissimilar nature which through no fault of AJ Aero shall prevent, delay or interrupt the furnishing or operation or performance of such transportation. In the event of any such occurrence, AJ Aero will use commercially reasonable efforts to provide other aircraft to meet Client's scheduled flight. AJ Aero shall not be responsible or liable for the transportation of passengers who fail to report at the specified Fixed Based Operator (FBO) at the departure airport, at the departure time of the flight, or who are, through no fault of AJ Aero, not aboard at the time of departure. If one or more members of one group fail to so report or board, Carrier may depart as scheduled and Carrier and/or AJ Aero shall in no way be responsible for or to Client or such individual for any damages and AJ Aero shall be deemed to have completed its contractual obligation to Client. AJ Aero SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES; (B) AMOUNTS IN EXCESS OF THE PRICE PAID FOR A PARTICULAR FLIGHT; OR (C) MATTER BEYOND ITS REASONABLE CONTROL. AJ Aero shall not have, nor assume any responsibility or liability to Client for activities performed by Carrier. Carrier shall be solely responsible for all claims arising out of any and all occurrences, accidents or incidents that occur on or in connection with the aircraft operated by Carrier, including, without limitation, all personal injuries, property damage or death. AJ Aero is not responsible for any wrongful, or negligent act or omission by Carrier or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. Client agrees that Client shall indemnify, defend, and hold harmless AJ Aero and AJ Aero officers, directors, agents and employees, and each of them (collectively the "Indemnitee(s)") from and against all claims, suits, actions, judgments, fines, penalties, damages, losses and liabilities, including, but not limited to third party claims and reasonable attorneys' fees, costs of litigation, and other expenses relating thereto, including the cost of establishing the

right of indemnification under this Agreement, which arise out of or are in connection with activities associated with this Agreement, which are made, asserted, assessed, or accrued against any Indemnitee by reason of injury or death to any person or the loss or damage to any real or personal property. The foregoing indemnities shall not apply to the extent of any gross negligence or willful misconduct of any Indemnitee.

8. **Regulations:** This Agreement is subject to all governmental laws, rules and regulations governing the flights contemplated hereunder, including, without limitation any rules and regulations of the FAA, the Transportation Security Administration, DOT, and Internal Revenue Service which now or hereafter may be imposed or required.
9. **Identification:** Client is responsible for informing all passengers that prior to boarding the aircraft they must show at least one form of valid state/government issued photo identification to Carrier for domestic flights. Client must show carrier a valid passport for any international flights (including Canada and Mexico) and visas when required. AJ Aero is not liable for Carrier's reasonable refusal to allow any passengers to board the aircraft who fails to provide appropriate identification.
10. **Cancellation:** In the event that Client cancels any agreed upon flight in connection with this Agreement, Client and AJ Aero agree that the cancellation amount stated within the Charter Quote shall be retained by AJ Aero. All flight cancellations will be subject to Carrier's flight cancellation policies and Client will be responsible for any cancellation or missed flight costs and expenses, including any fees associated therewith.

(a) All requests for services are subject to acceptance by AJ Aero. AJ Aero hereby expressly reserves the right to accept or reject any reservation requests for any reason, or for no reason, whatsoever. Your Charter Itinerary will be delivered by fax from AJ Aero providing a confirmation number and the estimated price quote, and specifying the date(s) and departure time of travel, flight segments arranged on your behalf, aircraft type and other requests specified by you when booking your flight. You will be requested to sign and return a copy of the Charter Itinerary signifying confirmation of its contents and consent to these Standard Terms & Conditions.

(b) Client understands and acknowledges that the cancellation of any Reservation or portion thereof within four (4) calendar days of the scheduled departure date of the scheduled domestic trip and within seven (7) calendar days of the scheduled departure date of the scheduled international trip, will result in a cancellation charge of up to 100% of the quoted price for the trip. All International trips canceled after the signed contract has been received by AJ Aero are subject to penalty depending on the operator terms. These Terms will be noted on the Charter Quote. Confirmed departures within seven (7) days of Peak Travel Days, as defined in Paragraph 2(d), below, are non-refundable, and the cancellation of any confirmed reservation within seven (7) days of departure either prior to or after the Peak Travel Days will result in a cancellation charge of up to 100% of the quoted price for the trip. Client acknowledges that any change in date, time, itinerary, number of passengers or type of aircraft may be deemed a cancellation and be subject to a cancellation charge. Client acknowledges that a no show will be considered a cancellation and the client will be charged 100% of the cost of the trip. Other types of cancellation charges may include,

but are not limited to: costs incurred as a result of partial completion of itinerary, including but not limited to return of aircraft to its base, plus the greater of: (i) costs incurred for specifically positioning and repositioning an aircraft and flight crew in preparation for the cancelled trip, (ii) flight charges equivalent to two hours of operation for each day of the cancelled itinerary, or (iii) any fees incurred by AJ Aero as a result of the client's cancellation. AJ Aero reserves the right to change the terms of its cancellation policy at any time. Any cancellation of any confirmed Charter Itinerary or portion thereof may be subject to the terms and conditions of the specific air carrier selected. AJ Aero assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier. If there is a mechanical difficulty or if contracted aircraft is no longer available, AJ Aero shall use best efforts to provide an alternate aircraft or carrier of similar quality. ALL ONE WAY CHARTER RESERVATIONS OR CHARTERS THAT END IN DIFFERENT DESTINATION THAN ORIGINAL DEPARTURE CITY ARE NON-CANCELABLE AND NON- REFUNDABLE AND ARE SUBJECT TO A100% CANCELLATION FEE AT TIME OF BOOKING.

(c) Peak Travel Days include the following: New Year's Day, President's Day, Easter Sunday, Passover, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, Super Bowl. The term Peak Travel Days includes the day noted, as well as the four days prior and four days after. 3.) PRICE QUOTES: The cost estimate provided to Client for each specific Charter Itinerary, is subject to the following: Domestic and international flights may be subject to the federal excise tax and federal departure tax, respectively. AJ Aero will add the applicable tax, using the current rate, to each charter invoice, and Client will pay such amounts. Client understands that the cost estimate provided by AJ Aero will include estimates for certain cost items. Client will pay the actual amount of applicable taxes, flight fees, fuel surcharges, over-flight permits, landing charges, catering costs; ground transportation, flight phone, WI-FI, Flight Phone, customs fees, crew trip expenses, and similar out-of-pocket expenses relating to the services provided should these amounts differ from the original cost estimate. ALL ONE WAY CHARTER RESERVATIONS ARE NON- CANCELABLE AND NON- REFUNDABLE AND ARE SUBJECT TO A100% CANCELLATION FEE AT TIME OF BOOKING. PLEASE NOTE THAT DE-ICING COST IS NOT INCLUDED IN THE QUOTE AND CAN VARY DEPENDING ON CONDITIONS AND SIZE OF AIRCRAFT. THE DE-ICING CHARGES WILL BE BILLED ACCORDINGLY AFTER THE TRIP IS COMPLETED. If a deviation from the original itinerary is requested by Client and agreed to by AJ Aero, or if any such deviation is caused or necessitated by Client's actions, then the amount owed by Client to AJ Aero may differ from the original cost.

11. **Exclusions or Omissions:** AJ Aero will be indemnified and held harmless by Client for any misrepresentations presented by the Carrier, on AJ Aero website or otherwise. Any exclusions or omissions either express or implied are not the responsibility of AJ Aero.
12. **Termination of Agreement:** AJ Aero and Client agree that either party may terminate this Agreement at any time with written notice. Client is obligated to pay all amounts due to AJ Aero for services provided before this Agreement shall be terminated.
13. **Binding Effect/Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any duty or right hereunder (except the right to

receive moneys which are due hereunder) shall be voluntarily assigned by any party without the written consent of the other party, which consent shall not be unreasonably withheld. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force. This Agreement may be fully executed in two (2) or more separate counterparts by each of the parties hereto, all such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged via facsimile (or other electronic) transmission and any facsimile or electronic signatures shall be binding. All communications, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by e-mail or facsimile, receipt acknowledged, in each case in accordance with the contact information set forth below the parties respective signature blocks. In the event it becomes necessary to enforce the terms of this Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

14. **Disclosures:** AJ Aero ACTS AS AN AGENT OF ITS CLIENTS AND SERVES ON THEIR BEHALF TO ARRANGE CHARTER FLIGHTS. AJ Aero DOES NOT OWN OR OPERATE AIRCRAFT AND IS NOT A DIRECT OR INDIRECT AIR CARRIER. ALL CHARTER FLIGHTS ASSOCIATED WITH AJ Aero ARE OPERATED BY THIRD PARTY FAA CERTIFIED PART 135 AIR CARRIERS. OPERATING THE FLIGHTS UNDER THIS AGREEMENT EXERCISES FULL OPERATIONAL CONTROL OF THE AIRCRAFT AT ALL TIMES. CARRIERS PROVIDING SERVICE UNDER THIS AGREEMENT MEET FAA REQUIREMENTS FOR COMMERCIAL TRANSPORTATION OF RETAIL CHARTER CLIENTS.
15. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. Each party hereby consents to the nonexclusive jurisdiction and venue of the state and federal courts serving New York, New York.

I have read and understand the terms and conditions stated herein; upon acceptance this document becomes a legal and binding contract and I hereby accept these Aircraft Charter Quote Terms and Conditions for the charter referenced herein. Any modification to this contract must be agreed to by Air Services in writing.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed, delivered and effective as of the date written below.

AJ Aero, LLC:

By: _____
Print: _____
Title: _____

CLIENT:

By: _____
Print: _____
Company: _____
Title: _____
Date: _____
Address: _____

Email: _____
Tel: _____ Fax: _____

