

## AIRCRAFT SERVICES GROUP INC. CHARTER CONTRACT

Thank you (Client) for booking your aircraft charter with Aircraft Services Group Inc. (ASG). Please review the details on your Quote and Itinerary and make sure they are correct. By signature to this Contract below, you agree that you have read, are aware of, and accept full responsibility for and are bound by the terms and conditions contained in this (a) Contract, including the Quote for Aircraft Services and Itinerary.

**1. GENERAL TERMS:** All Aircrafts are subject to availability. All quotes are subject to itinerary specific owner approval. All special event parking, after hours operations fees, de-ice and/or hangar related costs due to inclement weather, flight phone charges, Wi-Fi usage, international fees, which may include required repositioning of the Aircraft due to parking issues, will be billed additional. Catering and Ground Transportation arranged by Aircraft Services Group will be billed additional, and are subject to a 15% concierge fee. Any unforeseen delays, such as ATC and fuel stops will also be charged additionally and billed on the final invoice. ASG will select all FBO's for the itinerary. If Client selects an alternate FBO, a \$750.00 premium charge for each Client specified FBO will be assessed and billed upon completion of the trip. **CLIENT UNDERSTANDS AND EXPRESSLY AGREES THAT ANY AMOUNTS DUE TO ASG UNDER THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THE FULL AMOUNT OF ANY CANCELLATION FEE DESCRIBED BELOW MAY BE CHARGED TO THE CREDIT CARD(S) AND/OR DEBIT CARD(S) PROVIDED UPON BOOKING.**

### 2. CANCELLATION TERMS:

a. **DOMESTIC TRIPS:** Domestic flight cancelled within 72 - 24 hours of scheduled departure will be subject to a cancellation fee equal to 2 hours flight time. Domestic flights cancelled within 24 hours of scheduled departure will be subject to a cancellation fee equal to 100% of the quoted amount.

b. **ONE WAYS:** One ways are not considered a firm booking until specific owner approval has been granted. All One Way bookings are subject to a 100% cancellation fee upon confirmation.

c. **PEAK TRAVEL DATES, SPECIAL EVENTS AND ONE WAY DEPARTURE POLICY:** All flights confirmed within Peak travel dates defined as 5 days prior to and 5 days following any US recognized Calendar Holiday will be subject to a cancellation fee equal to 100% of the quoted amount upon confirmation. ASG reserves the right to adjust the departure time plus or minus two hours for Peak Travel Dates, Special Events and One Way flight contracts. We will always do our best to accommodate the requested departure time for every flight.

d. **INTERNATIONAL TRIPS:** International flights cancelled within 72 hours of scheduled departure will be subject to 100% cancellation fee.

**3. FLIGHT SUBSTITUTIONS:** Client acknowledges and agrees that ASG reserves the right in its sole discretion to substitute any Aircraft at any time prior to departure with an aircraft of comparable size and class. In the event that the Aircraft reserved by Client at the time of booking or an aircraft of comparable size and class is not available, then Client shall have the right to either (a) cancel the booking and receive a refund of any amount paid to ASG to reserve such Aircraft; or, (b) if available and offered by ASG, accept an alternative aircraft that (in the professional opinion of ASG) still meets Client's requirements with a rate adjustment to reflect the fees of such alternative aircraft. Client acknowledges and agrees that the total liability of ASG in the event ASG does not have an aircraft available at departure is a refund of any booking deposit or fees paid. In no event shall ASG be liable for any other expenses, costs or damages in the event your Aircraft is not available prior to departure.

**4. PARTIAL COMPLETION OF FLIGHTS:** ASG is not liable for expenses incurred for replacement transportation in the case of mechanical issues, matters or events (in such cases our charges apply only on portions of flight completed). If a flight does not reach its destination due to weather, charges apply to any destination reached and return flight of the Aircraft and crew (with or without passengers) to home base. In the case of mechanical issues, matters or events, ASG may at its option provide substitute transportation that shall be charged as an additional fee to Client. In such cases, the original charges apply only on portion(s) of flight completed.

**5. DOCUMENTATION & ID:** A valid State or Government Issued Photo I.D. must be presented prior to boarding a charter flight. For International Flights, full passenger details are required at the time of booking including full

legal name as it appears on documents, including DOB, Citizenship, Passport Number, Exp Date. All information must match the documents presented at time of boarding. Cancellations, fines, penalties or related expenses associated with any incomplete, improper or inaccurate information, or delay, denial of travel or entry by a governmental authority will be the responsibility of the Client.

**6. PETS/SMOKING/PERSONAL PROPERTY & DAMAGES:** All ASG Aircrafts are Non-Smoking. Some aircraft may restrict pets. Prior approval for any animals traveling on a charter should be sought prior to booking. Pets may be required to remain within a kennel while on board the aircraft. A cleaning fee may apply for any pet allowed on board. Clients are responsible for any and all soiling and/or damage caused by any guest or pet, including cleaning, repair or replacement of any part of the aircraft damaged during Charter. ASG is not responsible for any personal property carried in or left in the Aircraft or on ASG's premises.

**7. CABIN HOSTESS POLICY:** Some aircraft require a Cabin Hostess be on board. Special request for flight without a Cabin Hostess require review and approval from Management. In the event a Client wishes to use their own Cabin Hostess on an ASG charter, aircraft specific approval and screening is required. A fee may apply if using a non ASG Cabin Hostess and will be assessed on a trip by trip basis.

**8. FEDERAL EXCISE TAX (FET), SEGMENT FEES, CUSTOMS AND IMMIGRATIONS FEES:** ASG will collect FET and Segment Fees, Customs and Immigrations Fees (when applicable) unless the following is true of the person(s) receiving this quote or final bill. If you are a Broker acting as facilitation, an Agent for the Customer or have DOT economic authority, you are responsible to collect and remit all requires Local, State and FET and Segment Fees for the total amount billed to the End User.

**9. LIMITATIONS ON LIABILITY/DISCLAIMER OF DAMAGES:**

a. ASG shall not be liable for any injury, damage, loss, expense, cost or injury suffered by Client or any member of Client's party or guest caused by (a) the defect of any aircraft or conveyance, (b) the negligence of any third party engaged in conveying the passenger or carrying out the arrangements for your trip, (c) any damage to or loss or theft of any personal property regardless of who is at fault, or (d) any accident delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine, or any other act deemed as Force Majeure whether the same arises by reason of the negligence of ASG or any of the crew or of any other person or persons employed by ASG on or about the Aircraft, or otherwise howsoever.

b. The maximum liability of either party to the other, whether such liability arises from any claim based on breach or repudiation of contract, negligence, tort, statutory duty or otherwise, shall in no event exceed the amounts paid to ASG under the Contract.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN.

**10. GOVERNING LAW/VENUE:** All terms and conditions of this Contract will be interpreted, construed and enforced pursuant to the laws of the state(s) in which we have our principal business location without giving effect to its conflict of laws provisions. Venue for any dispute shall be exclusive to the Courts of Bergen County, New Jersey and the United States District Court for the District of New Jersey.

**11. ATTORNEYS' FEES:** Client agrees to pay all costs and expenses of ASG and its representatives resulting from Client's violation of the terms hereof and any costs of collection if any payment obligation is not paid when due, including reasonable attorneys' fees.

**12. FEDERAL EXCISE TAX EXEMPTION:** Charter Broker / Client Agents must also complete the additional section below: Charter brokers are responsible for the payment of all Federal Excise Taxes (FET) and Segment Fees, and agree to provide Aircraft Services Group with verification of FET payment for this flight upon request.