

TERMS AND CONDITIONS / AIR CHARTER CONTRACT

Services provided by: Altius Aviation, LLC - 113 Tuskegee Road Syracuse, NY 13211
info@flyaltius.com/www.flyaltius.com

1. Open Charter - This Agreement shall apply to all charter flights conducted or arranged by Altius Aviation, LLC for client and shall remain in force and in effect until cancelled in writing by either Party under the terms herein. This agreement does not constitute a commitment on the part of either Party for any specific charter flight unless and until a confirmation is provided to Client by Altius Aviation, LLC.

2. Liability For Damages - Client shall be liable for all damage to aircraft or other property of any charter flight arranged for Client by Altius Aviation, LLC, caused by Client's employees, agents, representatives or guests.

3. Limitation of Liability -

a.) Altius Aviation, LLC shall not be liable for delay, cancellation or failure to furnish any transportation pursuant to this Agreement caused in whole or in part by any regulation, law, ordinance, or rule of any government agency thereof or by acts of God, weather conditions, acts of terrorism, strike or labor dispute, damage to or loss of aircraft, mechanical difficulty, events beyond Altius Aviation, LLC's control, war, civil commotion, Client's failure to confirm a reservation, or any cause beyond the reasonable control of Altius Aviation, LLC.

b.) Altius Aviation, LLC shall not be liable for loss or damage to money, bullion, stocks, bonds, coupons, jewelry, precious stones or valuable papers.

c.) Altius Aviation, LLC is not liable for expenses incurred for replacement transportation in the case of mechanical difficulties, (in such cases our charges apply only on portion 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 difficulties, Altius Aviation, LLC shall, at Client's request, use its best efforts to provide substitute transportation which shall be charged as an additional fee to Client. In such cases, Altius Aviation, LLC's original charges apply only on portion of flight completed.

4. Cancellation - The following cancellation fees will apply:

Trip cancelled 48 hour prior to scheduled departure will receive a full refund. If cancelled 48-24 hour prior to scheduled departure, a fee of 50% of total quote will be charged. If flight cancels within 24 hours of scheduled departure, client is responsible for 100% of the quote.

5. Additional Fees - Client is responsible for additional fees incurred due to traffic or weather delays. These charges can include temporary hangar rental when the aircraft is away from home base as well as deicing and ground power units. Client also responsible for additional costs incurred due to special requests such as catering, ground transportation and other requests.

6. Payment For Services -

OPTION ONE: Wire Transfer

Quoted charges to be paid in full by Credit Card three (3) days prior to initial departure. Payment is required 7 days prior to the scheduled departure date for aircraft not operated by Altius; terms and conditions for that operator will apply. Any additional charges (catering or other charges noted in Items 5 above) will be billed at the completion of the mission. A valid credit card will be secured for payment of additional charges - if additional charges are not remitted within 14 days of invoice date, charges will be made to credit card and an additional 5% credit card service fee will be added to those charges.

WIRE TRANSFER INSTRUCTIONS:

Community Bank N.A.
5821 Bridge Street
East Syracuse, NY 13057

Routing # 021307559
Account # 3250212481
Swift Address: COUYUS31

Credit Account:
Altius Aviation, LLC
113 Tuskegee Rd
Syracuse, NY 13211-1332

Rev:05/03/18

Altius Aviation, LLC
113 Tuskegee Road
Syracuse, NY 13211

OPTION TWO: Credit Card

Quoted charges to be paid in full by Credit Card three (3) days prior to initial departure. Payment is required 7 days prior to the scheduled departure date for aircraft not operated by Altius; terms and conditions for that operator will apply. If this option is selected, a credit card service fee of 4% of the total charges will be accessed. Any additional charges (charges noted in item 5 above) will be accessed to the credit card at the completion of the mission.

Print Name as it appears on Credit Card

Company name on Credit Card (if applicable)

Credit Card Number

Expiration Date

Security Code (on the back/front of the card)

Zip code for billing address of card

By signing below I acknowledge and agree to all terms as set forth in this document.

Signature

Date



Omar Diaz
Sales Director

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