

# CLAY LACY AVIATION, INC.

## CHARTER FLIGHT "TERMS AND CONDITIONS"

### 1. GENERAL.

Clay Lacy Aviation, Inc. ("CLA") aircraft are scheduled on a first-come, first-served basis and are subject to aircraft and crew availability at the time of booking. Upon execution of this Agreement, this document becomes a legal and binding contract between the parties. This document is not a confirmation of flight. This quote is subject to availability at the time of booking and owner approval.

Aircraft owned and/or managed by CLA are operated under FAA Part 135 Air Carrier Certificate No. BKEA492C. Contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificates, in which case Charterer shall hold harmless and shall indemnify Clay Lacy Aircraft against any and all losses.

If Charterer is a broker, Charterer (i) will advertise and bill in accordance with all applicable FAA and DOT requirements, (ii) will collect and remit applicable Federal Excise Tax, and (iii) represent and warrants it is an authorized agent of its client and Charterer will pay for or guaranty payment of any cancellation fees.

### 2. PRICES, PAYMENTS.

All prices are valid for 5 days from quote date. Catering, flight phone use, de-icing, hangar, internet connection charges, crew costs, international fees, handling, parking, and landing fees are estimates additional fees may apply and will be reconciled and billed at the completion of the trip. Additional fees may apply for Charterer selected FBO's. Certain 3rd party charges may incur a service fee. Depending on wind conditions, a fuel stop may be required and will be billed accordingly. Flight time in excess of the original quote, beyond the control of the Operator due to inclement weather or ATC re-route, will be billed after trip completion.

### 3. SUBSTITUTE FLIGHTS.

Charterer acknowledges that CLA may, for any reason, cause the flight contemplated in the quoted or confirmed flight to be operated by another direct air carrier (the "Substitute"). If Substitute will operate the flight, CLA will notify Charterer of (i) Substitute's name (including Substitute's "doing business as" or "DBA" names) and (ii) the capacity in which CLA is acting during the substitute flight transaction (ex. principal, agent of Charterer, or agent of Substitute). Further, if Substitute will operate the flight, upon Charterer's request, CLA will notify Charterer of (x) any relationship CLA has with Substitute that has a bearing on its selection of Substitute, (y) total cost of the flight, including taxes and all fees paid by Charterer to Substitute, and/or (z) the existence of and amounts of fees that Charterer must pay directly to third parties (ex. fuel, landing, and hangar fees). CLA will use commercially reasonable efforts to make the required and/or requested disclosures within a reasonable amount of time, provided that, Charterer acknowledges that, in some cases, exigent circumstances may prevent CLA from making the foregoing disclosures.

### 4. CANCELLATIONS CHARGES.

**Domestic trip:** (Excludes Alaska & Hawaii)

72 - 48 hours' notice = 2 hours flight fees

48 hours' to 24 = 3 hours flight fees

24 hours to departure = 100% or 4 hours

whichever is greater

**International trip:** (Includes Alaska & Hawaii)

Upon Booking = 10% of flight fees

72 - 48 hours' notice = 25% of flight fees

48 hours to departure = 100% of flight fees

PLUS fees related to International flight planning

**One-Way Priced Trips:** A 100% cancellation fee will apply upon booking.

Quotes are for occupied legs only as displayed on the quote sheet. No guarantee is made that an aircraft will position from a specific airport or home base. Any positioning legs or empty legs are the property Clay Lacy and cannot be sold, occupied or otherwise utilized by the client unless specifically stated by Clay Lacy Aviation.

"Peak Activity Period" shall mean the following periods:

New Year	Extends from January 1 through and including January 7
Presidents Day	Extends from the Thursday preceding Presidents Day and the following Tuesday
Memorial Day	Extends from the Thursday preceding Memorial Day through and including the following Tuesday
Fourth of July	Extends from the Monday preceding July 4 through and including the Sunday following July 4
Labor Day	Extends from the Thursday preceding Labor Day through and including the following Tuesday
Thanksgiving	Extends from the Monday preceding Thanksgiving Day through the following Tuesday
Christmas	Extends from December 15 through and including December 31

All cancellations must be submitted in writing. A cancellation fee equal to 50% of the total amount will be incurred if the charter falling within a peak period is canceled between the date of booking and 7 days prior to the scheduled departure date. The total amount will be charged if the charter is canceled less than 7 days prior to the scheduled departure date.

### 5. ITINERARY CHANGES AND TRANSMITTAL OF CHANGES.

CONFIRMATION OF TIMES OR AIRPORT DEPENDS ON WEATHER AND/OR AVAILABILITY OF LANDING SLOTS. ITINERARY CHANGES ARE PERMITTED, BUT SUBJECT TO AIRCRAFT AND CREW AVAILABILITY. NOTIFICATION OF CHANGES AND/OR CANCELLATIONS MUST BE SUBMITTED VIA EMAIL TO [CHARTER@CLAYLACY.COM](mailto:CHARTER@CLAYLACY.COM) OR FAX TO (818) 989-2953 DURING THE HOURS OF 8AM TO 6PM, OR PHONE (818) 989-2900 AFTER HOURS WITH SUFFICIENT NOTICE TO FACILITATE CHANGE REQUIREMENTS.

### 6. PASSENGER DOCUMENTATION.

- INTERNATIONAL. Passenger are required to provide passport numbers, country of origin, date of birth, and expiration date.
- NON-US CITIZENS. With the exception of Canadian citizens, each passenger must have a valid U.S. issued entry/exit visa prior to entry into the U.S. Domestic passengers 18 and older must show government issued ID prior to boarding.
- MINOR CHILDREN. In the event a minor is traveling with only one parent or legal guardian, notarized documentation signed by the absent parent or legal guardian must be submitted to CLA, releasing the company from any responsibility at least 24 hours prior to departure.

### 7. ANIMAL RESTRICTIONS

Charterer MUST inform CLA prior to trip confirmation of ANY animal Charterer desires to bring on the flight. Failure to do so will be considered a flight cancellation and the appropriate fees will be charged. If carriage of a pet has been approved a cleaning fee charged by a third party will be billed at the conclusion of the flight,

Hazardous materials including explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials, (examples include paints, light fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals) cannot be carried aboard the aircraft.

**Damages or stains (i.e. Red wine, pen marks) requiring professional clearing or repair will be billed to the Charterer at cost.**

Initial \_\_\_\_\_

**8. INDEMNIFICATION AND FORCE MAJEURE**

- a) Charterer shall indemnify and hold harmless CLA from and against all third party claims, allegations, demands, liabilities, fines, losses, damages, costs and expenses (including, without limitation, reasonable fees and expenses of attorneys and any amounts paid in settlement) arising out of or related to: (i) the breach by Charterer of any of its material obligations under this Agreement or (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of Charterer or its employees or other representatives.
- b) CLA shall indemnify and hold harmless Charterer, its parent, its affiliates and subsidiaries, and their respective agents, guests, passengers, officers, directors and employees from and against all third party claims, allegations, demands, liabilities, fines, losses, damages, costs and expenses (including, without limitation, reasonable fees and expenses of attorneys and any amounts paid in settlement) arising out of or related to: (i) the breach by CLA of any of its material obligations under this Agreement or (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of CLA or its employees or other representatives.
- c) Acts of God, war, acts of a public enemy, acts of a government of any country, embargoes, terrorism or sabotage, fires, floods, weather, explosions, or other catastrophes, epidemics or quarantine restrictions, strikes or other labor stoppages, slowdowns or disputes, or other cause(s) beyond the reasonable control of a party hereto ("Force Majeure Event") which prevent such party from performing any obligation hereunder, shall suspend the affected party's obligation to perform hereunder during the period required to remove such Force Majeure event and the affected party shall promptly notify the other party of the Force Majeure Event. If the affected party is CLA and the period of such Force Majeure Event lasts longer than 4 hours, then either party may at any time thereafter, while such Force Majeure Event continues, terminate this Agreement without penalty, liability or further obligation therefore, immediately upon notice of such termination to the other party.

**9. MISCELLANEOUS PROVISIONS**

- a) **SUCCESSORS AND ASSIGNS.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of Charterer and CLA; provided, however, Charterer may not assign this Agreement or any rights hereunder and Clay Lacy shall not assign this agreement or any rights hereunder without the consent of the Charterer.
- b) **AMENDMENTS IN WRITING.** This Agreement cannot be amended, modified, or terminated except in writing signed by Charterer and CLA. All prior agreements, understandings, representations, warranties, and negotiations, if any, are merged into this Agreement.
- c) **INTERPRETATION.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Charterer or CLA, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.
- d) **GOVERNING LAW; ATTORNEYS FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. If any action or proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding in addition to any other relief to which such party may be entitled.
- e) **JURISDICTION AND VENUE.** Charterer and CLA both: (a) irrevocably submit to the personal jurisdiction of any state or federal court within California, including state courts located in Los Angeles, as selected by CLA; (b) agree that venue for any action or proceeding to enforce this Agreement shall lie exclusively with the California Courts; and (c) submits himself or itself to the personal jurisdiction of the California Courts and will not object to (and waives any right to contest) the venue or jurisdiction of California Courts.
- f) **WAIVER OF JURY TRIAL. CHARTERER AND CLA BOTH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.**
- g) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, communications, negotiations and agreements, written or oral, regarding the subject matter hereof.

**10. RESTRICTIONS:**

**SMOKING IS NOT ALLOWED ON ANY AIRCRAFT**

- a) N104AD NO Pets, no smoking, no red wine
- b) N192HA NO red wine, Pets allowed at owner discretion (cleaning fee will apply)
- c) N226RS NO Pets, Maximum 10 passengers)
- d) N418SG NO Pets, Maximum 7 passengers, No Red Wine (No Exceptions)
- e) N236KR NO Pets,
- f) N35GR Maximum 10 passengers, Pets with prior permission, No Red Wine, No smoking
- g) INT. WIFI, N35GR, N958BX are equipped with International WIFI only. Any WIFI usage is billed at \$9.95 per megabyte \_\_\_\_\_ (Initial). We are happy to disable the WIFI at your request. Aircraft equipped with 4G WIFI is billed at 5.00 per megabyte.
- h) N789SB Maximum 6-7 passengers
- i) N719SA A cleaning fee will be charged for any allowed pets
- j) N333MV NO pets
- k) N320GX NO pets
- l) N900VA NO red wine

By initialing, I acknowledge that if assigned to any of the aircraft listed above, I am aware of and will adhere to any and all of the listed restrictions.

**11. INTERNATIONAL WI-FI IS NOT FREE.** For INTERNATIONAL WI-FI, the following charges will apply: \$9.95 per megabyte.

In the following countries, charges can be as high as \$29.00 per megabyte: Antarctica, Angola, Burundi, Ethiopia, Equatorial Guiana, French Guiana, Iran, Ivory Coast, Kosovo, Libya, Myanmar, North Korea, Republic of the Maldives, Solomon Islands, Somalia, Syria, and Togo.

Would you like INTERNATIONAL WI-FI available for this flight? Please circle the appropriate response and initial - YES / NO

**Initial:** \_\_\_\_\_

**12. WIRING INSTRUCTIONS:**

**Bank Name:** Wells Fargo Bank, NA  
**RTN/ABA No.:** 121000248  
**SWIFT/BIC code:** WFBIUS6S  
**CHIPS Participant ABA:** 0509  
**Account Name:** Clay Lacy Aviation, Inc.  
**Account No.:** 4128985413

Please enter the email to send the invoice to: \_\_\_\_\_.

<SIGNATURE ON THE FOLLOWING PAGE>  
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IN WITNESS, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019

CHARTERER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Kevin F. Martinez**

**Clay Lacy Aviation**

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