

TERMS AND CONDITIONS for CLUB JET

This quote is not a binding contract and is for the benefit of this Customer only. Subject to the provisions regarding pricing and cancellations, which shall be binding upon signature by the Customer and receipt of pre-payment by wire transfer or pre-authorization by a credit card properly authorized by the Customer. Upon acceptance of 'terms and conditions' listed herein, this quote shall become a legal and binding contract between the parties. Parties: The two parties of this agreement are the 'Customer' and 'Club Jet' (CJ). Customer - The Broker, Individual, Customer or Entity requesting the charter service. CJ - the Air Carrier Company providing the service.

- 1) This quote is aircraft specific only to size, not type or tail number. Club Jet reserves the right to substitute aircraft of similar or larger capacity at no additional expense to the Customer. Customer shall be notified of any such changes as soon as reasonably possible.
- 2) This quote shall expire at 11:59 PM on the second day after its issuance or at 11:59 PM two days prior to the earliest flight date listed, whichever is sooner. A quote issued less than 48 hours prior to its first scheduled departure is subject to aircraft availability.
- 3) This quote is based upon aircraft and crew availability and is not confirmed until signed and payment secured. All CJ flights are non-smoking. Pets are allowed on a case by case basis. Additional technical stops may be required for fuel, customs or other operational reasons.
- 4) Unless otherwise stated, this quote does not include but is subject to modification for catering, ground transportation, Federal Excise Tax, applicable segment fees, de-ice charges, hangar charges due to inclement weather, other special services or requests, unscheduled overnights, additional flight time due to diversion, weather, or other reasons beyond the control of CJ.
- 5) CJ will select FBO's at each airport on this itinerary. Signature Flight Support is CJ preferred FBO when one is located at the airport, if Customer requests a particular FBO a \$500 surcharge may be applicable and will be added to the final invoice. For flights that require re-fueling or other technical stops prior to reaching the final destination, CJ retains the right to choose the refueling or technical stop location for those flights.
- 6) CJ cancellation policy: If the domestic trip is cancelled 72 hours prior to the trip, 25% of the quote will be charged; 48 hours prior to the trip, 50% of the quote will be charged; less than 24 hours prior to the trip, 100% of the quote will be charged. International flights canceled within 96 hours of the trip will be charged 100% of the quote. In addition, International fees incurred in preparation for this trip shall be charged regardless of when the trip is canceled. Cancellation fee on one way trips will be 100% of the total quote.
- 7) If Customer is a broker it is agreed by CJ and Broker that the Broker will be collecting and remitting FET and segment fees as applicable by law
- 8) Limited light catering consisting of sandwiches and fruit plates can be requested at additional cost at the time of booking, the cost of which will be added to the final invoice. Customers may arrange and pay for their own catering to be delivered to the aircraft subject to aircraft galley limitations. CJ takes no responsibility for Customer ordered catering. Ground transportation and other service items will be billed at actual cost.

9) Prepayment by wire or pre-authorization of credit card is required at the time of acceptance of this quote by CJ. Full payment by cash, certified check or credit card, including any incidental charges, is due immediately upon completion of the flight(s). If a credit card is to be used, dated copies of the front and reverse of the cardholder's driver's license and credit card are required along with a completed Credit Card Authorization form.

10) State or National issued photo identification shall be required for all passengers on all flights. International flights shall require international travel documentation for all passengers. Customer shall be responsible and indemnifies and holds CJ harmless from any fines, penalties, cancellation penalties or other costs arising from incorrectly documented passengers or nonapproval of passenger(s) against TSA no fly lists. Minor children traveling and accompanied by only one parent or guardian may require authorization to travel signed by the non-traveling parent or guardian.

11) You may not bring the following prohibited items on board: Guns; such as firearms, ammunition, or replica weapons. Flammable or explosive materials; including fireworks or gunpowder. Sharp objects; including pointed scissors with a blade greater than 4 inches, and all knives. Tools; including all tools greater than 7 inches and all hammers, drills, saws or crowbars regardless of length. Club-like items; including billy clubs, baseball bats or golf clubs. Disabling chemicals; including mace or pepper spray. This list is provided as a guide only and is not all-inclusive. Failure to comply may lead to criminal and/or civil prosecution. TSA contact center: 866-289-9673 www.tsa.gov

12) Flight Schedules are determined at the time the signed quote is accepted by CJ. Itinerary changes may be permitted, but are subject to aircraft and crew availability and price adjustments. Changes to the itinerary are subject to approval by CJ at CJ's sole discretion. In the event changes are not approved by CJ and the flight is cancelled, all applicable cancellation charges apply. Notification of changes and/or cancellations must be in writing and transmitted by fax to 888-934-9229. Departure times may be changed by CJ at its discretion, for operational reasons.

13) This quote, once accepted, shall constitute the entire agreement of the parties, may not be modified orally and shall only be modified in writing signed by CJ and Customer. All modifications on this quote, itinerary changes, FBO changes, and additional services provided as requested by Customer shall be reduced to writing either by execution of a new quote or a Contract Addendum to this quote which shall specify all modifications. Customer shall execute, at the request of CJ, and Contract Addendums which shall specify modifications requested by Customer.

14) CJ shall not be liable for any damage, loss, expense, including special, incidental and consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any other company or person engaged in conveying the passenger or carrying out the arrangements for any trip. Further, CJ will not be liable for additional expenses incurred for replacement transportation in the case of mechanicals. In such cases our charges apply only on portions of flight completed. If a flight is required to divert to another airport due to weather or other circumstances beyond the control of CJ, Customer shall not be entitled to credit or refund of any portion of the amount of the quote. 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 case of mechanicals, operator original charges apply only to the portions of the flight completed.

15)Further, Customer hereby authorizes CJ to place all charges associated with any Contract Addendum against any credit card that was used by Customer to secure this quote. In order to confirm this flight, please fill in the information requested below and sign the preceding quote pages. When complete, fax documents to: 888-934-9229, or scan and email them to sales@clubjet.net. CJ requires a valid credit card with all flight confirmations regardless of the payment method. If a credit card is used as payment, a 3.5% convenience fee will be applied. The Customer agrees that estimated flight charges are due upon trip confirmation and all incremental charges are billed directly to the Customer's credit card. The Customer acknowledges authorization obtained on the following credit card and that it is valid for 30 days from the last day of the trip and agrees CJ is authorized to use this authorization code within that time to collect any outstanding balance not paid in full within the agreed payment terms. The 3.5% convenience is not refundable if another form of payment is made subsequent to the credit card being charged.