



QUOTE FOR AIRCRAFT SERVICES

**Quoted For:** Fly Victor,  
**Contact:** Emily Chiudina  
**Address:**

**Quote Number:** 33567  
**Date Quoted:** 07 Feb 2018

**Phone:** 888-888-8888  
**Fax:**  
**Email:** quotesUSA@flyvictor.com  
**Date of trip:** 07 Feb 2018 to 07 Feb 2018

**Aircraft:** Embraer 135ER  
**Tail #:** N15527

LEG	DATE	ETD	DEPARTURE CITY	ARRIVAL CITY	ETA	PAX	STAT MILES	ETE	TZC
1	07 Feb 2018	TBA	SMYRNA, TN (KMQY)	SMYRNA, TN (KMQY)	TBA	30	0	00:12	
							0	00:12	

	AMOUNT
Base Charter Price	---
FET	0.00
<b>GRAND TOTAL</b>	<b>0.00</b>

Client Initial \_\_\_\_\_

Corporate Flight Management dba Contour Flight Management  
 808 Blue Angel Way, Smyrna, TN 37167

Phone: 615-220-1761 Fax: 615-220-1769 Email: charter@flycfm.com



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### STANDARD TERMS AND CONDITIONS OF CHARTER AGREEMENT

Charter prices and availability are based upon the date of quote and are subject to change until fully executed. This document (the "Agreement"), once signed by Corporate Flight Management, Inc. dba Contour Flight Management and Customer shall constitute a legally binding contract between the parties, which shall be effective on the date that it is signed by the last party to sign it.

1. Trip, Charter Quote, Itinerary and Sub-Total. So long as Customer is in full compliance with this Agreement, and applicable law, Corporate Flight Management Inc. and Contour Flight Management ("CFM") will operate the flight set forth in the Charter Quote and Itinerary for the benefit of Customer, and Customer's designated passengers, on the dates and times set out on the itinerary, to the destinations set out in the itinerary, in the aircraft set out in the itinerary (or comparable aircraft, comparability to be determined by CFM, in its sole discretion) at the cost set forth on the itinerary (sub-total), plus any Additional Charges detailed therein (which, when combined shall be referred to as the total quote). Any positioning legs flown to accommodate the trip will be flown at the discretion of CFM and there is no obligation to neither disclose any details about any legs other than the occupied nor make these positioning legs available to the charterer for occupancy.

2. Additional Charges. All Quotes are provided as a hard number to include flight time and repositioning time as indicated on the Quote for Aircraft Services. All handling fees, international fees, parking fees and landing fees are included in the quoted price unless otherwise noted. An adjustment to the quote may be required in the event the Customer wishes to use a non-preferred FBO. THE FOLLOWING ADDITIONAL CHARGES MAY APPLY AND WILL BE BILLED AFTER THE TRIP: catering, de-icing (or hangar charge in lieu of de-icing), trip interruption expenses, after-hours FBO charges, use of flight phone, use of Wi-Fi internet on select aircraft, passenger ground transportation, non-standard cleaning fees, APU/GPU Surcharge of \$125 per 30 minute delay from scheduled departure time caused by late passengers on select aircraft. Such fees may not be known until after the trip and customer is hereby obligated to pay all such fees and charges even if billed on multiple invoices.

3. Payment. CFM must receive payment in full for the amount set forth on the Charter Quote at least 48 business hours prior to the origination of the charter. CFM will accept payment via wire transfer in accordance with the wire instructions specified on the Payment Authorization Form or by credit card charge which shall include a 4% processing fee. The aircraft will not be dispatched until payment has been received. In addition, a credit card shall be provided, or other arrangements made, by Client for any additional charges incurred beyond those paid for in accordance with the payment procedures above. Upon completion of the charter, CFM shall invoice Customer for all actual charges, expenses, and advances. Payment shall be due within 10 days of the presentation of such invoice. Should such invoice not be paid within 10 days, CFM will automatically, and without further notice, charge the balance together with the 4% processing fee to the credit card provided by the Customer.

4. Cancellation Policy. Customer may cancel the flight, but only subject to the conditions of this Agreement. Should customer wish to cancel the flight, it shall give CFM written notice which may be delivered by e-mail to charter@flycfm.com. Customer shall be solely responsible for assuring that such written notice was received by CFM.

If notice of cancellation is received by CFM at least 96 hours prior to the scheduled departure time, and the aircraft has not been repositioned to accommodate the flight, the trip may be cancelled without cost or penalty to the Customer. However, Customer agrees to be responsible for any expenses already incurred by CFM that were necessary to plan Customer's accepted reservation (i.e. crew rooms during peak events, international permits, etc). If the aircraft has been repositioned to accommodate the flight, Customer will be charged and Customer shall pay for any costs, including flight time, of such reposition, or a minimum charge of 50% of the quoted amount, whichever is the higher regardless of when such notice of cancellation is received. If notice of cancellation is received by CFM more than 72 hours prior to the scheduled departure time, but less than 96 hours prior to the scheduled departure time, Customer will be charged for 50% of the total quote as a cancellation fee. If notice of cancellation is received by CFM less than 72 hours prior to scheduled departure time, Customer will be charged and shall pay 100% of the total quote amount as a cancellation fee.

### ALL FLIGHTS CONFIRMED AS ONE WAY'S ARE SUBJECT TO A 100% CANCELLATION FEE ONCE BOOKED.

5. Itinerary Changes. All prices set forth herein are specific to the aircraft tail number or aircraft type at the sole discretion of CFM to be used hereunder. Any change in the aircraft and/or itinerary to be used hereunder will result in price changes, unless it is a comparable aircraft, as determined by CFM in its sole discretion. Customer may propose any change to its itinerary and acknowledges that changes in the amount due from Customer may apply, and the changes shall not be effective unless approved by CFM in writing. Changes cannot cause flight crew duty times to exceed those specified by the Federal Aviation Administration. In the event the trip schedule is altered, regardless of reason, and would cause flight crew to exceed duty time limits, Customer shall be responsible for additional crew rest fees and aircraft use fees. Duty time limitations may also require the next segment(s) of charter to be cancelled; in which case, client shall hold CFM harmless and shall indemnify CFM against any and all losses.

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6. Trip Interruption. In the event charter is not completed due to a mechanical issue of the aircraft, CFM will offer expeditious relief by providing either a comparable aircraft, as determined in CFM's sole discretion, to complete the flight(s) with minimum delay, or by providing accommodations at the expense of CFM for client until the mechanical irregularity of aircraft has been corrected. Any such event shall not be grounds for Customer and/or Client refusing to pay CFM and all provisions of this agreement shall be valid, without exception, as outlined herein. If unexpected delays occur due to passengers, weather, or other unforeseen circumstances, Customer is responsible for paying additional charges as incurred for the continuation of the interrupted flight and CFM will in no way be liable for any costs or damages incurred by the Customer as a result of any interruption of flight.

7. Compliance with 14 CFR 135. CFM will operate flights for the benefit of the Customer pursuant to the terms and conditions of this Agreement, and applicable law, including 14 CFR 135. Customer acknowledges that CFM flight crews shall be in command of the aircraft at all times while completing the Customer itinerary. CFM flight crews shall be entitled to make all decisions regarding the boarding, or refusal to board, of any passenger. CFM flight crews may accept or reject any baggage for the flight in their sole discretion. CFM and its flight crews are hereby authorized to comply with 14 CFR 135 and shall be authorized to make any such decision or decisions to comply with all applicable regulations of 14 CFR 135, including but not limited to, discontinuing the flight for safety reasons, changing itinerary destinations for reasons of safety, as well as delaying any departure for reasons of compliance with regulations and/or safety. Any such decision shall not be grounds for Customer refusing to pay CFM and all previously agreed to total quote amounts shall be due and payable as outlined in such document or documents.

8. Subcontracting. CFM shall be entitled to subcontract the whole or any part of the transportation services, and each such subcontractor shall be entitled to all rights, benefits, defenses, limitations and/or immunities available to CFM pursuant to this charter. Subcontractor shall be a properly certificated charter operator and shall be approved by CFM. Client shall have the right to refuse the subcontracted flight without penalty.

9. Travel Documents. Customer and its passengers shall be solely responsible for having in their possession all required travel documents for all flights, including passports and visas. Customer shall cause all of the passengers to display their government issued photographic identification to a member of the flight crew before boarding, and at any other time as requested by CFM. Additional documentation may be required for passengers under the age of eighteen (18) not accompanied by both legal parents. Failure to provide such documentation when required will be considered a flight cancellation and the appropriate fees will be charged. Customer and its passenger herewith indemnify and shall keep indemnified CFM from any and all cost or expense whatsoever incurred by Customer and its passengers due to any government's denial/refusal of entry of Customer and/or its passenger, or passengers including, but not limited to charges, fees, penalties, imposts or other expenses levied by any immigration authority or any arrangements made by CFM to return such passengers to the country from which the Customer and its passengers was/were originally carried.

10. Baggage. The following items must be declared at least five business days prior to the departure date; weapons, hazardous cargo, and unusually heavy or large items. All charter passengers are advised that the Transportation Security Administration (TSA) has mandated that all charter flights adhere to the restriction of items listed on the Prohibited Items List (<https://www.tsa.gov/travel/security-screening/prohibited-items>). The standard per person baggage allowance is one (1) thirty pound bag plus one (1) personal item. Certain aircraft have limited baggage capacity to transport more than the standard allowance. It is the Customer's responsibility to bring to CFM's attention prior to the flight their desire to carry an amount of baggage greater than the standard allowance. This will allow CFM an opportunity to determine if the luggage can be carried. If the aircraft cannot be loaded with all of the intended baggage it may be shipped separately via an available air freight or courier service to the destination at the option and expense of Customer.

11. Passenger Behavior and Customer Responsibility. Customer shall instruct its passengers to act in a reasonable and responsible manner at all times while aboard the aircraft and to comply with the directives and instructions of the flight crew. Customer shall be liable for any damage caused by Customer or any of its passengers to the aircraft. Damage shall include, but is not limited to, such items as upholstery stains, broken plates/glassware, broken drawers, torn seats or headliner, and food or drink spills that require professional cleaning. Customer shall advise all passengers of the terms and conditions of this Agreement. Passengers accept the terms and conditions of this Agreement and agree to be bound by them by traveling in any CFM aircraft. CFM reserves the right to discontinue the flight or segment of a flight if passenger behavior warrants such interruption. Any such decision to interrupt shall not be grounds for Customer refusing to pay CFM and all previously agreed to total quote amount shall be due and payable as outlined in such document or documents.

12. Limitation of Liability. Customer and its passengers acknowledge that air travel involves certain risks. Accordingly, CFM shall not be liable to Customer, Client, or any passenger, for injury to or death of, any person or for any damage to or loss of any property, including but not limited to pain and suffering and loss of time, unless such injury, damage, or death is the direct result of negligence of CFM. CFM shall have no liability for delay or failure to furnish the services contemplated by this Agreement when such delay or failure is caused by circumstances beyond CFM's reasonable control.

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13. **Restricted Activities.** Pets are not allowed on aircraft unless written approval has been given in advance of departure by CFM. Customer must inform CFM via e-mail or fax of their intention to bring any animal on board prior to the flight; failure to do so will be considered a flight cancellation and the appropriate fees will be charged. If a pet is approved for this itinerary, special cleaning fees may apply and differ between specific aircraft. All CFM aircraft are non-smoking. CFM reserves the right to refuse to commence a charter trip, or to terminate a charter trip as soon as is reasonably practicable, in the event Customer attempts to smoke on board an aircraft.

14. **Broker Policy.** In order to ensure proper financial protection for the consumer, any broker executing this agreement agrees that they have been appointed as an agent of the end user as defined by the U.S. Department of Transportation (DOT), is not holding out or advertising to the public as a direct or indirect air carrier, is not acting as a ticket agent, and is in compliance with all applicable DOT regulations. Broker also agrees to remit all applicable taxes and fees associated with the flights to be operated under this Agreement.

15. **Jurisdiction, Venue and Choice of Law.** The sole forum for resolution of any disputes between the parties to this Agreement, or any passengers or clients of Customer, shall be in a court of competent jurisdiction in Rutherford County, Tennessee. This Agreement shall be governed by Tennessee Law, without regard to any conflict of laws provisions.

16. **Force Majeure.** Acts of God, war (declared and undeclared), acts of a public enemy, acts of a government of any country, state or political subdivision or regulatory agency thereof or entity created thereby, 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 CFM from performing any obligation herein, shall suspend CFM's obligation to perform herein during the period required to remove such Force Majeure Event and CFM shall promptly notify the passenger/client of the Force Majeure Event. If the period of such Force Majeure lasts more than (4) hours, then CFM 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 passenger/client.

17. **Guarantee.** The person signing this Agreement on behalf of Customer agrees to personally and unconditionally guarantee payment of all monies due CFM hereunder, including attorney's fees and court expenses, should such expenses be required to collect full payment.

18. **Entire Agreement.** This contract represents the entire Agreement between these parties concerning the subject matter of this Agreement. Any prior discussion, negotiations or representations outlined in the accepted Charter Quote, and or Confirmation are merged into this Agreement and are made part thereof. It may not be modified, unless it is modified in writing and signed by the party to be charged with the modification.

19. **Waiver.** If CFM waives any provision of this Agreement, it shall not be a waiver of any other provision of this Agreement, or a waiver of Customer's obligations to comply with those provisions in the future.

20. **Invalidity.** If any provision of this Agreement is deemed to be invalid or unenforceable for any reason, the remainder of the Agreement shall be enforced as if that provision were not included herein.

**NOTICE REGARDING THE COLLECTION OF FEDERAL EXCISE TAX, SEGMENT FEES, USDA FEES, INS USER FEES, INTERNATIONAL INBOUND AND OUTBOUND FACILITY FEES**

Under Internal Revenue Bulletin: 2005-39 Section 49.4291-1. On this commercial flight, UNLESS OTHERWISE SPECIFIED ON THE QUOTE FOR AIRCRAFT SERVICES, Corporate Flight Management, Inc. dba Contour Flight Management is not responsible for the collection and remittance of the following fees: Federal Excise Tax, Segment Fees, US Dept. of Agriculture Fees, INS User Fees, Inbound and Outbound International Facility Fees.

For Customer:

For Corporate Flight Management dba Contour Flight Management:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Client Initial \_\_\_\_\_

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**CUSTOMER INFORMATION:**

INDIVIDUAL OR COMPANY NAME Fly Victor,		ATTENTION Emily Chiudina		TITLE	
BILLING ADDRESS			CITY, STATE, ZIP		
PHONE NUMBER 442073848550		FAX NUMBER		EMAIL ADDRESS opsusa@flyvictor.com	

**CREDIT CARD AUTHORIZATION (REQUIRED FOR ALL CUSTOMERS):**

CFM must receive a legible copy of the authorizing cardholder's driver's license as well as the front of back of the authorizing cardholder's credit card.

<input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER <input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA					
CARD NUMBER		EXPIRATION DATE		SECURITY CODE	
BILLING ADDRESS					
SIGNATURE			DATE		

**PAYMENT OPTIONS:**

<b>PAYMENT BY CREDIT CARD</b>	
<input type="checkbox"/>	<p>Total amount of charter quote and any Additional Charges as set forth in the Agreement plus a 4% processing fee shall be charged to the credit card below. CARDHOLDER'S NAME _____ authorizes Corporate Flight Management to charge the amount of the Quote for Aircraft Services and any Additional Charges plus a 4% processing fee to the credit card below.</p>
<b>PAYMENT BY WIRE TRANSFER</b>	
<input type="checkbox"/>	<p>Total amount of charter quote must be received by CFM at least 48 business hours prior to departure. Upon completion of the charter, client will be invoiced for all additional charges and payment shall be due within 10 days of the presentation of such invoice. CARDHOLDER'S NAME _____ authorizes Corporate Flight Management to use the credit card below as a guarantee for any Additional Charges associated with the quote number referenced above. Should such invoice not be paid within 10 days, CFM will automatically, and without further notice, charge the balance due together with a 4% processing fee to the credit card provided.</p> <p style="text-align: center;">Wire Instructions: Corporate Flight Management Inc. Renasant Bank 5240 Poplar Avenue Memphis, TN 38119 ABA 084201294 Account 7070004383</p>