



EAST COAST JETS
APRIL / SHERRY

602 HAYDEN CR
ALLENTOWN PA 18109
P 610-266-1300 F 610-266-7533

QUOTE FOR AIRCRAFT CHARTER

Quoted For: VICTOR AVIATION
Contact:

**STANDARD CHARTER-
CONDITIONS AND TERMS**

Quote Number: 101
Date Quoted: 17 Oct 2019

A. **BINDING AGREEMENT:** This Quote for Aircraft Charter (this "Quote"), once signed by the Client and returned to and countersigned by EAST COAST JETS, subsequently known as EAST COAST JETS INC., with proof of payment security shall constitute a legally binding agreement between the parties. All Aircraft are available for Charter pending Aircraft Owner approval. Final Flight itinerary to be approved per agreement in following sections.

B. **CHARTER SERVICES:** So long as the Client is in full compliance with this Quote, EAST COAST JETS INC. will operate the flight segments described in the attached ITINERARY AND FLIGHT CHARGES ATTACHMENT (the "Attachment"; and all flight segments described in the Attachment are collectively a "Trip") for the Client in accordance with, and subject to, the terms and conditions of this Quote. All flights will be operated by EAST COAST JETS INC. to transport Client's passengers in accordance with the provisions of U.S. FAR Part 135 (and any relevant international regulations). EAST COAST JETS INC. Pilots shall be in command of the Aircraft at all times, and shall be entitled to make all decisions regarding the boarding (or refusal to board) any passengers, and acceptance or rejection of any baggage for flight. EAST COAST JETS INC. does not provide transportation of HAZARDOUS materials or dangerous goods.

C. **PRICES AND PAYMENT TERMS:** The Client agrees to pay all Flight Charges shown on the Attachment, and all other fees, costs and charges provided for herein. Trip quotations are estimates calculated using flight plan routes and distances and cannot reflect unforeseen delays or deviations, including weather events and air traffic control routings. Billing is based on actual trip itinerary and expenses incurred. These additional flight time costs, along with catering, aircraft deicing, landing and ramp fees, and any additional services provided for the Client will be added to the final billing. Fuel surcharges are subject to fluctuation due to worldwide fuel market volatility, and any fuel surcharge will be billed at EAST COAST JETS INC. current fuel surcharge rates at the time the flight is operated. Fuel costs incurred at destination with fuel prices above the U.S. national average fuel price will be charged to Client. All such amounts shall (a) be due and payable upon completion of the last flight actually operated by EAST COAST JETS INC. hereunder (or, if sooner, upon cancellation of the Trip as provided in Paragraph D below), (b) be paid without offset or reduction for any reason, (c) bear interest at the per annum rate of 18% from the due date until paid, and (d) be paid in the manner provided for in Paragraph I below. **TIME IS OF THE ESSENCE IN THE PAYMENT OF ALL AMOUNTS DUE AND PAYABLE TO EAST COAST JETS INC. HEREUNDER.**

D. **ITINERARY CHANGES AND FLIGHT CANCELLATIONS:** The Client may propose any change to its Trip itinerary or schedule hereunder; provided, however, that any such change may change the amount due from the Client hereunder and shall be subject to the approval of EAST COAST JETS INC.. The Client may cancel the Trip at any time prior to departure of the first flight segment of the Trip, subject to the following cancellations charges: (1) If the Client cancels the Trip with less than 48 hours notice (before departure time of the first flight segment of the Trip) the Client will be charged a cancellation fee in the amount of 50% of all Flight Charges quoted in the Attachment; (2) If Client cancels the Trip with less than 24 hours notice, the Client agrees to a charge of 100% of all Flight Charges quoted in the Attachment. All flights confirmed as a one-way flight are subject to a 100% cancellation fee once booked. 100% Cancellation fee will apply for any roundtrip flight during peak periods upon booking. Peak periods are defined as 3 days up until and 3 days after any official US Holiday as defined on www.opm.gov or foreign holidays in the country the trip is originated in or flying to. **Inclement Weather:** Weather is often unpredictable and can change rapidly.

If weather conditions prohibit a flight from arriving at the planned destination(s), EAST COAST JETS INC. reserves the right to provide the Client with alternate destinations or to delay or cancel the trip upon consultation with the Client. If weather prohibits a flight from departing as planned, and the Client elects to cancel the trip, no cancellation charge shall apply. **Trip Interruption:** EAST COAST JETS INC. reserves the right to subcontract a trip or leg, with Client approval, due to mechanical difficulties, Crew incapacitation, or other circumstances beyond our control.

Substitution of aircraft in the event of mechanical difficulty will be in aircraft of like category and comparable performance. The Client may be offered, for approval, a higher category/higher performance aircraft at an additional charge when no like aircraft is available.

If weather conditions prohibit a flight from arriving at the planned destination(s), EAST COAST JETS INC. reserves the right to provide the Client with alternate destinations or to delay or cancel the trip upon consultation with the Client. If weather prohibits a flight from departing as planned, and the Client elects to cancel the trip, no cancellation charge shall apply. **Trip Interruption:** EAST COAST JETS INC. reserves the right to subcontract a trip or leg, with Client approval, due to mechanical difficulties, Crew incapacitation, or other circumstances beyond our control.

Substitution of aircraft in the event of mechanical difficulty will be in aircraft of like category and comparable performance. The Client may be offered, for approval, a higher category/higher performance aircraft at an additional charge when no like aircraft is available.

E. **TRAVEL DOCUMENTS & PREPARATIONS:** The Client and its passengers shall be solely responsible for having in their possession all required travel documents and for all flights, including passports, visas and international requirements if needed. The Client shall cause all passengers to display their respective photographic identifications to the pilot in command of the Aircraft prior to travel. Specific details will be handled per flight and are based on the National Air Transport Association's ("NATA") Guide for International Transportation recommendations.

F. **PASSENGER BEHAVIOR:** The Client shall instruct and cause the 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 pilots in command of the Aircraft. The Client shall be liable to EAST COAST JETS INC. for any damage caused by any of the passengers to the Aircraft, or otherwise. No smoking is allowed on the aircraft (unless permission is granted by EAST COAST JETS INC.). Pets are only allowed with prior EAST COAST JETS INC. approval and carriage arrangements

G. **INTERNATIONAL FEES:** All international flights over \$25,000 require a 50% deposit to be received 2 weeks prior to the trip departing.

H. LEGAL LIABILITY: EAST COAST JETS INC. shall not be liable to the Client or any other person or entity for any injury to or death of any person or for any damage to or loss of any property unless such injury, death, damage or loss is the direct result of negligence or intentional misconduct on behalf of EAST COAST JETS INC. or any of its employees; provided, however, that (a) under no circumstances shall the liability of EAST COAST JETS INC. exceed the amount of insurance actually paid by EAST COAST JETS INC. insurer in connection with such incident, and (b) under no circumstances shall EAST COAST JETS INC. be responsible for any lost profits, or any indirect, incidental, special, consequential or remedial damages. EAST COAST JETS INC. 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 EAST COAST JETS INC.'s control, including, without limitations, aircraft mechanical failures, weather, FAA mandate or ATC guidance.

I. JURISDICTION: Each of the parties hereby submits to personal jurisdiction in Allentown, PA in connection with any disputes or controversies arising under this Quote or with the enforcement hereof. If EAST COAST JETS INC. collects any amount due or payable hereunder for the Client or through an attorney-at-law, the Client shall pay, upon demand, the reasonable attorneys' fees and costs incurred by EAST COAST JETS INC. in such effort.

J. METHOD OF PAYMENT ****WIRE ONLY**** Wire must be received 24 hours prior to trip. The Client agrees to pay, when due, all fees, costs and other amounts now or hereafter due hereunder as follows:

EAST COAST JETS INC. Wiring instructions:

Wells Fargo, 702 Hamilton Street, Allentown, PA 18101 610-266-1300 ABA#121000248 ACCT# 2000011816320 Name: East Coast Jets, Inc

AGREED AND ACCEPTED THIS _____ DAY OF _____, EAST COAST JETS INC.

By: _____ Title _____

Please email this completed form back to EAST COAST JETS INC. at charter@eastcoastjets.com or fax to 610-266-7533.