

EXCELAIRE AIRCRAFT CHARTER QUOTE TERMS and CONDITIONS

GENERAL This quote is valid for 30 days from date of issue and is subject to owner approval and availability of aircraft and crew. This quote is based on the specific aircraft model and tail number indicated. Should that aircraft become unavailable due to unforeseen circumstances every effort will be made to secure an equivalent aircraft; your cost may vary accordingly. Itinerary changes are permitted, but also subject to owner approval and availability of aircraft and crew; your cost will be adjusted accordingly.

COSTS, CANCELLATION and PAYMENT This quote is based on estimated flight times which includes six minutes per leg for taxi out and in; additional charges may be incurred if flight time exceeds estimated. International fees, parking, hangaring, waiting time, catering*, ground transportation*, cleaning, damage repairs, aircraft internet access (up to \$15.00/minute; not available on all aircraft), phone, deicing and other applicable fees are additional and will be charged to the credit card on account, if incurred (*including a 15% service fee). Final international fees may take up to six (6) months or more to be received and billed. Any unforeseen incidental expenses incurred during the charter will be charged to the credit card listed upon completion of the charter. An additional \$500 fee may be charged for each use of a Signature, Landmark, or Atlantic FBO. The date of cancellation of a charter trip shall be the date on which ExcelAire receives written, fax, e-mail notification from the charter customer, or the date on which ExcelAire sends written, fax or e-mail notification to the charter customer that ExcelAire is canceling a charter. A fee of two (2) flight hours will be billed plus all incurred expenses for cancellations less than 24 hours prior to departure for domestic trips and 48 hours for international trips; if requested international destinations require expenses to be incurred more than 48 hours prior to departure and you will be responsible for these costs. Cancellation fee for one-way trips is 100% of the total quote. Full payment is due on the date of service or at time of cancellation, if fees apply, unless other financial terms have been agreed upon. Payment may be made via ACH, wire transfer, or Credit Card. If paying by wire transfer, payment must include wire transfer fees. Charter Customer is responsible for all incurred taxes including, but not limited to, Federal Excise Tax, U.S. Customs and Immigration, APHIS, and similar fees and charges. If payment becomes past due, you will be responsible for all finance charges and /or collection fees including reasonable attorney's fees and court costs.

PEAK TRAVEL For trips booked during high peak seasons the cancellation will be that once the contract is signed a fee of 2 flight hours will be billed, 30 days prior to departure a fee of 50% of the quote will be billed and 1 week prior (or less) to departure a fee of 100% of the quote price will be billed. High Peak Dates-Jan.17th-21th 2019, Feb. 14th-25th 2019, Apr. 18th- 29th 2019, May 23rd-28th 2019, Oct. 10th -14th 2019, Nov. 27th- Dec. 2nd 2019, Dec. 19th- Jan. 6th, 2020.

INTERRUPTED FLIGHTS ExcelAire shall not be liable for expenses incurred for replacement transportation in the case of mechanical interruptions and charges will only apply on the portions of the flight completed. If a flight does not reach its destination due to weather, charges will apply to any destination reached and the return flight of the aircraft and crew (with or without passengers) to home base. In the case of mechanical interruptions, ExcelAire may, at its option, provide substitute transportation that may be charged as an additional fee.

DISCLOSURES Desired transportation of any animals, medical oxygen, firearms or other hazards or passengers with special needs or wishing to smoke in the aircraft must be communicated beforehand to the ExcelAire Charter Operations Department. The pilots at their sole discretion can refuse any luggage or cargo onboard the aircraft.

DOCUMENTATION US government regulations require all passengers over the age of 18 to present a valid government-issued ID prior to boarding. In the absence of this security mandate two other forms of valid ID, one of which must be issued by a government agency, may be presented. ExcelAire is prohibited from transporting any person who fails to produce identification. Any parent or legal guardian traveling with a child (children) under 14 years of age, without accompaniment of the other parent or legal guardian must provide a duly notarized letter of consent from the absent parent or legal guardian before that child (children) will be allowed to depart on an international flight. Passengers are responsible for obtaining and carrying all required passport and visa documents for international travel.

TSA It is the responsibility of the charter customer to review the TSA list of prohibited items prior to boarding. All TSA prohibited items will not be permitted onboard the aircraft. For a complete list of those items, please visit www.tsa.gov/travel/security-screening/prohibited-items. <<http://www.tsa.gov/travel/security-screening/prohibited-items>>

PROHIBITED ITEMS All self balancing electric scooters, aka hover boards and smartboards, are prohibited for carriage on ALL ExcelAire flights.

RESPONSIBILITY ExcelAire shall not be liable for any injury loss, expense or damage including, but not limited to, indirect, special or consequential damage, or other irregularity caused by the defect of any vehicle or conveyance or the negligence of any company or person engaged in conveying the passenger (s) or carrying out the arrangements for your trip, or by accident, delay, flight schedule change, cancellation, illness, weather, strikes, war, quarantine, or any similar cause. Charter Customer shall be liable for any damage to the aircraft arising from their actions. If flight is operated for a charter brokerage firm that entity is responsible for collecting and remitting all applicable taxes; ExcelAire will remit taxes upon request from brokerage firm.

OPERATIONAL Aircraft managed by ExcelAire LLC are operated under FAR Part 135 Air Carrier Certificate No. EW7A33IN; contract aircraft are operated under their respective FAA Part 135 Air Carrier Certificates, in which case you shall hold harmless ExcelAire against any and all losses; in the event of loss, interests of any lessor of record will be superior with respect to the aircraft.

I have read and understand the terms and conditions stated herein; upon acceptance this document becomes a legal and binding contract and I hereby accept these Aircraft Charter Quote Terms and Conditions for the charter referenced herein. Any modification to this contract must be agreed to by Excelaire in writing. I hereby authorize ExcelAire to start incurring costs for the above quote number and related itinerary.

Charter Customer Signature _____

Charter Customer Printed Name and Title _____

Date _____

CREDIT CARD AUTHORIZATION

If credit card authorization is required, please provide the following information along with a fax or email copy of the front and back of the cardholder's drivers license and credit card. The credit card provided must be issued to the individual or company signing above as the Charter Customer. Payment in advance of travel by check or wire transfer requires a credit card to secure any related services.

Print Name (as it appears on credit card) _____

Credit Card No. _____ Exp. Date _____

Credit Card Billing Address _____

I hereby signed declare that I have the authority to authorize this credit card for the full amount of the above referenced aircraft charter and understand that this will place a temporary hold on the card's available line of credit. If the invoice associated with this charter is not paid per the terms agreed upon I understand that ExcelAire may process the authorization and debit this card for the full charter amount. I understand and agree to abide by the terms and conditions herein and as set forth by the credit card company. I further agree to pay an additional 4% administrative fee should the need arise to debit this card for any portion or all of the charges due ExcelAire for this charter. I understand that charges such as catering, ground transportation, de-icing, hangar fees, parking fees and international fees are only estimated amounts and authorize ExcelAire to charge any additional charges to the credit card provided.

Charter Customer Signature _____