



TERMS AND CONDITIONS

1. **DEFINITIONS:** The two parties to this agreement are the "Customer"; the person or entity requesting the air charter service and Exclusive Jets, LLC (Cert # 3EJA805N); the Air Carrier Company operating or arranging the service. As used in these terms and conditions "Quote" refers to an offered price for a specific itinerary provided by Exclusive Jets, LLC to a customer at their request and as attached.
2. **THIRD PARTY BROKERS:** If this agreement is entered into by a person or entity other than the person actually utilizing the air transportation then by doing so said third party is representing that they are acting as the authorized agent for and on behalf of the Customer and that the Customer has received and has agreed to be bound by these terms and conditions. Further, the third party or broker warrants that it is responsible for all amounts due under this agreement as well as for the collection and remittance directly to the I.R.S. of all Federal Excise Taxes and Segment Fees, and is in compliance with "The Role of Air Charter Brokers in Arranging Air Transportation", which is available at <http://airconsumer.ost.dot.gov/rules/BrokerNoticeFinal.pdf>
3. **AIRCRAFT:** Exclusive Jets LLC will provide the quoted service utilizing an aircraft which meets or exceeds the size and specification agreed upon either from its own fleet or by utilizing an affiliate aircraft operated by another FAR part 135 certified Air Carrier that meets Arg/US gold standards or better. For more information, visit www.aviationresearch.com
4. **QUOTE VALIDITY:** All prices quoted are valid for 24 hours from the date of quotation or until 48 hours prior to departure, whichever is the sooner. In order to book this flight(s), please return via fax or email the signed agreement along with credit card details and copies of the card and card holder's identification. Quotes are inclusive of flight charges, landing fees, overnight charges and standard stock. Items not included in the quote include, but are not limited to, special order catering or beverages, de-icing charges and weather related hangar fees, customs and international fees in excess of the amount specified in the Quote.
5. **TIMELY PAYMENT:** In all cases, full payment is due at the time of booking but not later than 24 hours prior to first departure and will be automatically charged to the credit card provided plus a 4% credit card convenience fee unless alternative payment method is arranged prior to that time. Non or late payment will constitute cancellation by the customer and cancellation fees will apply in accordance with paragraph 9. below.
6. **CATERING REQUESTS AND FBO SELECTION:** Catering arranged by Exclusive Jets LLC on behalf of the Customer will be subject to a handling surcharge of 15%. Exclusive Jets, LLC will select FBO's at all airports. Non-preferred FBOs, if utilized at the request of the Customer, will be subject to an additional fee of \$500 per instance. Customer agrees that the credit card provided may be charged by Exclusive Jets, LLC for any and all incidental charges due under this section.
7. **ITINERARY CHANGES:** Itinerary changes are permitted subject to aircraft and crew availability and applicable price adjustment. If a requested change cannot be accommodated by Exclusive Jets LLC. or its designated affiliate, the Customer has the option to continue as originally scheduled, accept the timing that Exclusive Jets, LLC or designated affiliate can accommodate or cancel the trip, in which case cancellation charges will apply. Customer agrees that the credit card provided may be charged by Exclusive Jets, LLC for any and all additional charges due as a result of changes in itinerary.
8. **SMOKING, EXCESS WEAR & TEAR and AIRCRAFT CLEANING:** Smoking is not permitted on any Exclusive Jets, LLC flight. Any damage to the aircraft interior or equipment or excess soiling of the aircraft arising from the actions of the passengers, their baggage or pets (which must be crated) shall be the responsibility of the Customer. Customer agrees that the credit card provided may be charged by Exclusive Jets, LLC for any and all repairs or extra cleaning required under this section.
9. **CANCELLATION:** Domestic trips cancelled less than 72 hours in advance of the first scheduled departure are subject to a 100% cancellation fee. International trips cancelled less than 120 hours in advance of the first scheduled departure are subject to a 100% cancellation fee. Any cancellation fees becoming due under this paragraph will be charged to the credit card provided or other client funds on hand.
10. **PARTIAL COMPLETION OF FLIGHTS:** In the event that Exclusive Jets, LLC is unable to complete the trip due to reasons beyond its reasonable control ("Force Majeure") including but not limited to; mechanical issues, crew sickness, airline delays, airport or airspace restrictions, the Customer will be responsible only for the portion of the itinerary



completed. In the event that weather causes a trip to be terminated prior to completion, the charges for the trip will be adjusted to reflect incurred expenses, actual flight hours and/or any minimum charges that might apply.

11. SECURITY: Customer will provide a complete passenger manifest for each flight segment detailing passenger names, weights and dates of birth as shown on their IDs. All passengers and crew are subject to a search of their baggage and persons prior to entry of any airport secured area. Local airport regulations may also restrict the access to the ramp by ground transportation. All passengers and crew are required to carry valid government issued photo identification plus applicable travel documents for international flights and failure to provide required documentation may result in delay or cancellation of the flight with penalty. For a list of restricted items that may not be carried onboard the aircraft see www.tsa.gov Hazardous materials (HAZMAT) may not be transported aboard any flight, for details reference <http://www.phmsa.dot.gov/hazmat/info-center>

12. PILOT IN COMMAND: The captain of the Aircraft is the final authority for the safe and secure operation of the aircraft and as such shall have complete discretion concerning the acceptability of passengers or baggage, preparation of the aircraft for flight, whether a flight shall be undertaken, route of flight, fuel stops if required, diversion and termination of the flight. The Customer shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from proposed route or where landing shall be made.

13. LIMITS OF LIABILITY; Exclusive Jets LLC and its agents or assignees shall not be liable for any injury, damage, loss, expense 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 or carrying out the arrangements for your trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. Exclusive Jets LLC. and its agents or assignees shall not be liable in any event to the Customers or Passengers or any other person for special or consequential damages and our liability shall be in any case limited to the amount paid to us, and any claim shall be adjudicated in and governed by the laws of the State of North Carolina.