



Quoted For: Fly Victor Ltd.
Contact:

Quote Number: 855501
Date Quoted: 1/2/2014

These terms and conditions establish the basis on which charter and related air transportation services are provided to a charter Client by JFI Jets ("JFI"), an air carrier certified by the Federal Aviation Administration (FAA certificate number #K55A584L) pursuant to Part 135 of the Federal Aviation Regulations. These Terms and Conditions are incorporated into and made part of the JFI Jets Agreement. By accepting this Charter Quote, Client agrees to these Terms and Conditions and they shall be binding on the parties whether or not Client has signed below.

1. General

Quotes from JFI contain estimates for aircraft charter and related services based on aircraft flight hours, crew overnight charges, daily minimums and ancillary services provided at the request of the Client. To secure charter services, the Client must return a signed Charter Quote and Credit Card Authorization. Upon submission, Client becomes legally bound and JFI will reserve the aircraft and submit for owner approval. Once owner approval is confirmed, preparations for the specified travel will begin. Although the aircraft is available for the times specified in the quote, JFI cannot guarantee that the aircraft will be available and assumes no liability, whether for direct or consequential damages, in the event of cancellation.

2. Prices and Payments

All prices quoted are as of the date quoted and are valid for 15 days thereafter. Client agrees to pay for all flight time at the hourly rates quoted. In the event of delay due to air traffic control (ATC) or weather-related re-routing, unanticipated fuel stops or other circumstances that result in additional flight time beyond that quoted, Client will be invoiced and hereby agrees to pay for the additional flight time at the quoted hourly rate. Client is responsible for all additional flight related expenses which will be billed at cost and may include, but not be limited to: over-flight permits, de-icing, hangar rental, crew/aircraft repositioning, flight phone, ground transportation, catering, crew overnights, any unforeseen fuel stops and internet connection charges. Additional fees may apply for customer selected FBO's and will be billed accordingly.

3. Taxes and Fees

A Federal Excise Tax (FET) of 7.5% will be applied to all domestic flights, plus the following 2013 published fees: Domestic a segment fee of \$3.90 per person per flight segment. International arrival / departure tax of \$17.20 per person per flight segment, Hawaii and Alaska flight tax of \$8.60 per person per flight segment. In addition to the 2013 fees, flights may be subject to Animal and Plant Health Inspection Service (APHIS) user fees, foreign taxes and handling fees. Client is responsible for collecting and remitting all applicable taxes unless otherwise stated in the quote. A fuel surcharge will apply to the above price in the event the actual fuel price exceeds US\$4.00 per gallon.

4. Payment and Cancellation

Client agrees to provide 50% of the quoted price at the time of itinerary confirmation and full payment of the quote's remaining balance by wire transfer received not later than 48 hours in advance of the first scheduled departure (72 hours for international flights). This Quote is exclusive of incidental fees and expenses such as over flight permits, deicing, landing fees, ramp fees, hangar fees, in-flight phone usage, catering, and ground transportation ("Additional Fees") which will be invoiced and billed after usage is incurred. JFI will make arrangements for the services to be provided upon Client's request. The Client will be charged for Additional Fees at cost plus an administrative fee of five percent (5%). Client agrees to provide a credit card to JFI and agrees that JFI may charge Additional Fees and other charges described in this agreement to the credit card provided by Client. Cancellation by Client of a confirmed trip will result in a cancellation fee equal to a % of the total dollar amount quoted, according to the following schedule:

Written Cancellation Received by JFI by:	Cancellation Fee:	
	Domestic US	International
96+ hours in advance of first scheduled departure	No Charge	No Charge
72-96 hours in advance of first scheduled departure	25%	50%
48-72 hours in advance of first scheduled departure	50%	75%
24-48 hours in advance of first scheduled departure	75%	100%
< 24 hours in advance of first scheduled departure	100%	100%

ALL ONE WAY QUOTES AND ITINERARIES ARE SUBJECT TO A 100% NON-REFUNDABLE CANCELATION FEE.

INITIAL _____

JFI Jets - Worldwide Aircraft Charters

West Coast Location: 4310 Donald Douglas Drive Long Beach, California 90808 Tel: 1-562-425-8880 Fax: 1-562-683-0382
 East Coast Location: 1100 New Highway Farmingdale, New York 11735 Tel: 1-631-249-8569 Fax: 1-562-683-0382



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"Peak Activity Period" shall mean the following periods:	
Memorial Day	Extends from the Thursday preceding Memorial Day through and including the following Tuesday
Fourth of July	Extends from the Monday preceding July 4 through and including the Sunday following July 4
Labor Day	Extends from the Thursday preceding Labor Day through and including the following Tuesday
Thanksgiving	Extends from the Wednesday preceding Thanksgiving Day through and including the following Tuesday
Christmas	Extends from December 15 through and including December 31
New Year	Extends from January 1 through and including January 7
President's Day	Extends from the Friday before the day through and including the Wednesday after the day

During the aforementioned "Peak Activity" dates, the following terms shall apply. All cancellations must be submitted in writing. A cancellation fee equal to 50% of the total amount will be incurred if the charter is canceled no less than 7 days prior to the scheduled departure date. The total amount will be charged if the charter is canceled less than 7 days prior to the scheduled departure date.

5. Itinerary Changes

JFI will attempt to accommodate itinerary changes subject to owner approval, crew and aircraft availability and subject to price adjustment. Notification of changes or cancellation must be made to JFI's home office and confirmed in writing by e-mail or fax. JFI will re-quote the trip and Client must agree to the revised quote and sign the associated documentation.

6. Flight Delays

JFI and its agents shall not be liable for any direct or indirect cost or damages resulting from flight cancellations or delays due to maintenance issues, crew sickness or unavailability, weather, air traffic control, acts of God, national emergencies, terrorist incidents, war or any other such cause. Refunds will not be issued for completed flights or flight segments. JFI will assist Client to secure alternate transportation if a trip cannot be completed but it shall be the Client's responsibility to pay the cost of such alternate transportation. JFI's liability shall in all cases be limited to amounts paid by Client for flight segments not flown, less costs incurred by JFI or its vendors.

7. Responsibility

Client shall have no responsibility for aircraft maintenance issues that may arise in the course of the trip but shall be fully responsible for any damage to the aircraft, aircraft cabin, interiors, lavatories, in-flight entertainment and electronic systems caused by passengers whether through negligence or otherwise. Client shall have no recourse against JFI or its agents if a flight is terminated or diverted due to failure by Client and/or passenger(s) to comply with pilot instructions, to Client's and/or passenger(s)' unsafe conduct or non-compliance with FAA or TSA-mandated procedures. Possession by Client or passenger(s) of illegal drugs or firearms of any kind is strictly prohibited on board the aircraft, whether on the ground or in flight, and will result in immediate termination of a flight. Unless approved in writing and in advance of the flight, none of the following is permitted on board the aircraft: smoking, animals, hazardous materials or bottled oxygen. All passengers 18 years of age or older will be required to present a valid, government-issued, photo ID. JFI requires written consent of both parents, if living, prior to transportation of any minor child on an international itinerary. In the event Client is unable to procure written consent of both living parents prior to first scheduled departure of an international itinerary (even if the first leg of itinerary is domestic), Client will have the option of proceeding without the minor child(ren) or cancelling the trip (subject to the cancellation provisions above).

8. Operational Control

JFI shall be in operational control of the aircraft at all times. Pursuant to federal aviation regulations, all decisions regarding whether to initiate a flight, continue, divert or abort a flight will be made by JFI. Only pilots trained to our Part 135 program, current in their training and having the appropriate rest, are allowed to operate the aircraft.

9. Choice of Law, Jurisdiction, Venue, Attorney Fees and Finance Charges

This agreement shall be governed by the laws of the state of California and Client submits to personal jurisdiction of the state and federal courts of California in any action to enforce the terms of this agreement. In any action to recover amounts due and owing to JFI or for damages arising under this agreement, JFI shall be entitled to recover its attorney's fees, costs and pre- and post-judgment interest. If any amounts due under this agreement are not paid when due, interest at the rate of 1 1/2% per month shall accrue until such sums are paid.

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