

## Charter Quote: Method of Payment

Quote Number \_\_\_\_\_

Quoted For: \_\_\_\_\_

Amount: \_\_\_\_\_

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### Standard Charter Terms and Conditions

These Standard Terms and Conditions of Charter Services from Gama Aviation, LLC ("Gama"), together with the terms of sale set forth in our signed proposal/method of payment page ("Quote") submitted to you, will be the only terms applicable to our provision of charter and other related services ("Services" or "flight") described in the Quote and will comprise the entire agreement ("Agreement") for these Services. In this Agreement "you", "your", "passenger", "client" and "customer" refer to the customer and customer's passengers identified in the Quote and "we", "us" and "our" refer to Gama.

- 1. Rates and Availability.** Aircraft rates and availability are based upon the date of Quote and are subject to change. Quotes are confirmed on a first come, first served basis, are valid for (10) days, and are aircraft tail numbers specific for the itinerary specified. ALL POSITIONING SEGMENTS ARE THE PROPERTY OF GAMA AVIATION, LLC. This document is not a confirmation of flight or availability. Upon execution of this Agreement, this document becomes a legal and binding contract between the parties. Changes to the proposed itinerary will result in a change of cost. Flight times may vary due to air traffic control, weather, or other factors and additional costs may be charged accordingly. Unless otherwise indicated, this Quote includes all fuel surcharges, airport landing and parking fees, crew overnight fees, and international handling fees. Additional charges such as passenger catering, passenger ground transportation, use of flight phone or wireless internet (WiFi), aircraft de-ice (or hangar in lieu of de-ice) will be charged at actual cost if/when incurred. Some of these charges may not be received in a timely manner from vendors and are still the responsibility of the client. Gama Aviation, LLC reserves the right to bill additional charges up to 60 days after completion of the trip.
- 2. Cancellation.** Cancellation notice must be received by Gama Aviation, LLC via e-mail. In the event a trip is cancelled after booking, the Customer is responsible for and agrees to reimburse Gama Aviation, LLC for all costs incurred in preparation for a trip, including, without limitation, foreign permits, handling fees, crew augmentation, hotel reservations, airline tickets, catering, ground transportation, and aircraft parking. Flights cancelled within the time periods outlined below are subject to the cancellation charges (plus any direct costs incurred by Gama Aviation, LLC). Any flight cancelled after aircraft has positioned will be subject to a cancellation charge equal to 100% of the quoted amount. Aircraft may position prior to scheduled departure date.  
**Assessment for Non-Peak Domestic and International Charter Trips:**
  - 0 Within 96 hours of Scheduled Departure time (25%) of the quoted total.
  - 0 Within 48 hours of Scheduled Departure Time (50%) of the quoted total.
  - 0 Within 24 hours of Scheduled Departure Time (100%) of the quoted total.**Assessment for Peak Travel Periods (November 18- January 15):**
  - 0 Within (168) Hours of Scheduled Departure Time (25%) of the quoted total.
  - 0 Within (120) Hours of Scheduled Departure time (50%) of the quoted total.
  - 0 Within (96) Hours of Scheduled Departure Time (100%) of the quoted total.**Assessment for One Way and "Empty Leg" Trips**
  - 0 All One Way including Multi Leg One Way or "Empty Leg" flights are non-refundable upon booking and payment is due upon invoicing.
- 3. Failure to Pay Taxes.** Prices are quoted in United States Dollars. Payment for the Services is due upon receipt of the invoice. A 4% late fee will be assessed to all invoices not paid within 7 days of invoicing. You authorize us to charge the credit card on file for the cost of the Services and, if applicable, late fees. In the event of default, which requires third party intervention to collect, the client agrees to pay all costs of collection, including out-of-pocket expenses, and attorney fees and costs. You agree to pay all taxes, duties, fees, charges or assessments of any nature (but excluding income tax) assessed or levied in connection with performance of this Agreement.
- 4. Identification and Travel Documents.** Each adult (18 years of age or older) passenger is responsible for having in his/her possession a valid, government issued picture ID. When traveling outside the USA, a current passport is required. Certain countries require government issued visas for entry or transit. Passengers/clients without proper identification and other required travel documents will not be permitted to board the aircraft. Gama Aviation, LLC assumes no responsibility of damages to passengers/clients not having proper identification or government required passports and visas. Any passenger/client who is deported in connection with this transportation, for any reason, is responsible for the travel costs of deportation.
- 5. Passengers Under 18 Years of Age.** Additional documentation will be required for passengers under the age of 18 not accompanied by both legal parents; failure to comply will result in a flight cancellation and the appropriate fees will be charged.
- 6. Smoking.** Smoking is not permitted on aircraft unless written confirmation has been granted in advance by Gama Aviation, LLC. If smoking is permitted for the specified itinerary, special cleaning fees may apply and differ based on the aircraft.
- 7. Pets** are not allowed on aircraft unless written confirmation has been granted in advance by Gama Aviation, LLC. Passenger/client must inform Gama Aviation, LLC, via e-mail, of any animals intended to be brought onboard prior to flight; failure to do so will result in a flight cancellation and the appropriate fees will be charged. Firearms are approved for this itinerary, special cleaning fees may apply and differ based on the aircraft.
- 8. Baggage allowances on aircraft vary subject to operational factors. In the event baggage is not accepted on aircraft, Gama Aviation, LLC will ship baggage to an address supplied by client. Additional shipping fees shall be the responsibility of the passenger/client, in which case, client shall hold Gama Aviation, LLC harmless and shall indemnify Gama Aviation, LLC against any and all losses concerning the baggage. Gama must be notified at the time of booking if the passengers wish to transport a firearm or hazard onboard any Gama aircraft. Firearms are allowed onboard the aircraft so long as they are transported in accordance with FANTSA regulations. The passenger must bring an approved trigger lock for each handgun or other firearm and must provide the key to that trigger lock to a Gama crew member. Passengers will not have access to the firearm until the completion of the flight. If the passenger wishes to carry the firearm while onboard the aircraft, prior permission from Gama must be obtained.**
- 9. Operational Control.** Aircraft are operated by Gama Aviation, LLC under valid Federal Aviation Administration ("FAA") Air Carrier Certificates and carrier shall have and retain exclusive Operational Control of the aircraft, and high crew, and shall exercise sole authority over initiating, conducting, or terminating any flight. Sub contracted aircraft flights are operated under the operator's FAA Part 13G Air Carrier Certificates. In the event of a sub-contracted flight, because the flight will not be operated or overseen by Gama Aviation, LLC, you shall hold Gama Aviation, LLC harmless and shall indemnify Gama Aviation, LLC against any and all losses related to any sub-contracted flight.
- 10. Safety: TSA Security Requirements.** For the safety of our passengers and to comply with TSA directed security requirements, the following procedures are necessary:
  - 0 Gama must have a complete passenger list for each flight no less than 24 hours prior to departure.
  - 0 Each passenger 1 year of age or older must have in his or her possession a valid government issued photo ID, and be ready to present them to the crew prior to boarding.
  - 0 Any change to the passenger list must be confirmed with the customer representative before the flight can depart.
  - 0 All passenger baggage must have name tags and remain with the passenger until loaded onto the aircraft.
  - 0 Baggage is subject to search by Gama Aviation, LLC company representatives.
  - 0 For international flights, it is the passenger's responsibility to have a valid passport and any other necessary documentation.
  - 0 A background check will be made on all non-US citizens
- 11. Flight Crew Duty Time Requirements.** Flight crew duty time will not exceed specifications as set forth by the FAA. In the event the trip schedule, regardless of reason, would extend beyond duty time limits, customers 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 Gama Aviation, LLC harmless and shall indemnify Gama Aviation, LLC against any and all losses.
- 12. Trip Interruption.** In the event charter does not complete due to a mechanical issue of this aircraft, the customer will only be responsible for payment for all costs incurred for the completed portion of the trip. Gama Aviation, LLC does not guarantee that an alternate aircraft will be available; however, Gama Aviation, LLC will make every effort to locate a suitable alternative, but cannot guarantee the price of the alternate aircraft. If unexpected delays occur due to passengers, weather, or other unforeseen circumstances, passenger/clients are responsible for paying additional charges as incurred for the continuation of the interrupted flight and Gama Aviation, LLC will in no way be liable for any costs incurred by the passenger/client as a result of any interruption of flight.
- 13. Force Majeure.** Acts of God, war (declared and undeclared), acts of public enemy, acts of a government of any country, state or political subdivision or regulatory agency thereof or entity created thereby, embargo, terrorism or sabotage, fires, floods, weather, explosions, or other catastrophes, epidemics or quarantine restrictions, strikes or other labor stoppages, slow downs or disputes, or other cause(s) beyond the reasonable control of a party hereto ("Force Majeure Event") which prevent Gama Aviation, LLC from performing any obligation herein, shall suspend Gama Aviation, LLC's obligation to perform hereunder during the period required to remove such Force Majeure Event and Gama Aviation, LLC shall promptly notify the passenger/client of the Force Majeure Event. If the period of such Force Majeure lasts more than (4) hours, then Gama Aviation, LLC 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.
- 14. Liability.** Gama Aviation, LLC will not be liable to the passenger/client or any other person, or entity, for any injury, damage, or loss, unless it is the direct result of negligence or intentional misconduct of Gama Aviation, LLC or its employees. Under no circumstances will Gama Aviation, LLC's liability exceed any amount paid by Gama Aviation, LLC's insurer or be responsible for lost profits, or special, or consequential damages, including without limitation, lost revenue or profits, diminution in value of property, and lost opportunity costs. Passenger/client is financially responsible for the repair of damage or cleaning required as a result of excessive wear and tear caused to the aircraft while in execution of this itinerary.
- 15. Confidentiality; Intellectual Property.** Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach or any confidentiality obligation or which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.
- 16. Dispute Resolution and Governing Law.** This Agreement shall be governed by the law of the State of Connecticut, excluding its conflict of law provisions. Exclusive jurisdiction and venue over any and all disputes arising under or related to this Agreement shall be in, and for such purpose each party agrees to venue in and hereby irrevocably submits to the jurisdiction of, the state and federal courts sitting within Fairfield County, Connecticut.
- 17. General Provisions.**
  - Right to Sub-contract.** We have the right to subcontract any Service to any subcontractor property certified by the FAA.
  - Assignment.** This Agreement may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our affiliates.

Proprietary Information of Gama Aviation. Redistribution without our express consent is prohibited.

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Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

Language Notices. All correspondence and documentation connected with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Quote, which may be changed by written notice.

Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. Now aiver given will require future or further waivers.

Entire Agreement. Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts, each treated as the same binding agreement which shall be effective upon execution.