

MOUNTAIN AVIATION QUOTE

Quoted For: Fly Victor Ltd.
Contact: Fly Victor Ltd

Quote Number: 181532
Date Quoted: 23 Jul 2019

STANDARD CHARTER TERMS and CONDITIONS

A. PRICES PAYMENT TERMS: Trip quotations are estimates calculated using flight plan routes, distances, winds and weather and cannot reflect unforeseen delays, deviations or other exigent circumstances(which Client and Mountain Aviation agree include, but are not limited to weather events and air traffic control delays and/or routings. Billing is based on actual trip itinerary and expenses incurred. Any additional flight charges along with catering, aircraft deicing, landing and ramp fees, and any additional services provided for the Client are estimated in this quotation and the actual charge will be added to the final billing. Fuel Surcharges are subject to fluctuation of worldwide fuel market variability and will be billed at current fuel surcharge at the time the flight is quoted. Any change to or addition of any such expenses or fees included in a trip quotation will be disclosed to Client as soon as practical, and in every case within a reasonable time, after such information is available to Mountain Aviation. **Mountain Aviation reserves the right to select the FBO airport facility. Each specific FBO request other than Mountain Aviation's preferred FBOs will incur an additional \$500.**

B. CANCELLATION POLICY AND ITINERARY CHANGES: All prices set forth are specific to the aircraft to be used. Any change in the aircraft to be used will result in respective price changes. The Client may propose any change to the itinerary, schedule, or aircraft hereunder, provided, however, that any such change may alter the amount due from the Client and shall be subject to the approval of Mountain Aviation. Any relevant alteration in costs after a quotation is presented will be disclosed to Client as soon as practical, and in every case within a reasonable time, after such information is available to Mountain Aviation.

GREATER THAN 72 HOURS PRIOR TO DEPARTURE:	Fully Refundable
72 HOUR TO 24 HOURS PRIOR TO DEPARTURE:	50% Refundable
24 HOURS OR LESS PRIOR TO DEPARTURE:	Non-Refundable

Departure window: Aircraft availability is not guaranteed if the passengers are late arriving to the aircraft greater than 1 hour from the scheduled departure time. Times are considered to be firm, with an allotted 1 hour of delay from the scheduled departure time permitted due to late arriving passengers. Should the passengers elect to have a larger window of time for departure, a Sliding Departure will need to be requested prior to the date of the scheduled trip.

Sliding Departure: If a sliding departure is requested, the client will be billed at a rate of 250 dollars per hour for each hour of slide requested.

Peak Travel Days*:
12/19/2020 - 1/3/2021

*Trips cancelled within 72 hrs of the date ranges outline above "Peak Travel Days" will be Non-Refundable.

INCLEMENT WEATHER: If weather conditions prohibit a flight from arriving at the planned destination(s), Mountain Aviation reserves the right and will work with the Client to provide 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.

SUBSTITUTE AND BROKERED AIRCRAFT: Mountain Aviation reserves the right to change aircraft or subcontract an approved aircraft for the flight or flight segment, with Client approval, due to mechanical difficulties, crew incapacitation, or other circumstances beyond Mountain Aviation control. Substitute aircraft will be of similar category and performance. The Client may be offered, for approval, a higher category/higher performance aircraft at additional charge.

If an off-fleet, or "brokered aircraft", is utilized as a substitute aircraft, all terms and conditions of the brokered aircraft contract, which may be at an additional cost, will be fully applicable in addition to Mountain Aviation contract here. If such brokered aircraft includes an additional cost, the additional cost will be fully disclosed to the Client for acceptance prior to departure. Mountain Aviation shall not be the operator of any off-fleet or brokered aircraft. If applicable, operational details of any off-fleet or brokered aircraft will be provided as part of the travel itinerary and identified by "Flight Operated By: [Name of Direct Air Carrier in Operational Control]. Client Acknowledges that Mountain Aviation is not acting as agent of the brokered aircraft operator nor is Mountain Aviation acting as an agent of the Client. Unless disclosed otherwise, Mountain Aviation does not maintain a corporate business relationship or preexisting contract with any brokered aircraft





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operator.

C. TRAVEL DOCUMENTS & PREPARATIONS: The Client and its passengers shall be solely responsible for having in their possession all required travel documentation for all Flights, including an official, government-issued form of identification (Driver's License, Military ID, Passports, Visas) and international requirements if needed. Additional documentation may be required for passengers traveling under the Visa Waiver Program. The Client shall ensure all of the passengers display their respective photographic identification to the Pilot in Command of the Aircraft prior to each flight. If passenger(s) is/are minors, proper documentation will be required in advance of and during flight for proof of guardianship/custody while in travel.

D. INTERNATIONAL FEES: International handling fees are estimates only. International costs will be billed as the invoices are received from foreign entities. Foreign services may take weeks to months to be billed and will be disclosed to Client within a reasonable time after they become known to Mountain Aviation. International fees incurred in preparation for the trip shall be invoiced regardless of if and when the trip is cancelled.

E. NO AGENCY RELATIONSHIP: Nothing contained in any trip quotation or the act of performing any quoted activities will in any way create any association, partnership, agency or joint venture relationship between the Client and Mountain Aviation, or be construed to evidence the intention of the parties to constitute such. Mountain Aviation does not serve in any such capacity as an agent for Client, any operator of a brokered aircraft, or any passenger on the flights provided pursuant to this quote.

F. PASSENGER BEHAVIOR: The Client shall be liable to Mountain Aviation for any damage caused by any of the passengers to the Aircraft, or otherwise. All Mountain Aviation aircraft are non-smoking. Pets may be allowed with prior Mountain Aviation approval and carriage arrangements. Any required cleaning will be billed to Client.

G. LEGAL LIABILITY & JURISDICTION: Mountain Aviation 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 any loss of any property unless such injury, death, damage or loss is the direct result of negligence or intentional misconduct on behalf of Mountain Aviation or any of its employees. Under no circumstances shall the liability of Mountain Aviation exceed the amount of insurance actually paid by Mountain Aviation insurer in connection with such incident, and under no circumstances shall Mountain Aviation be responsible for any lost profits, or any special or consequential damages.





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H. PAYMENT:

A Credit Card is required to secure the reservation. Prepayment is required prior to Departure*. Any incidentals or flight variances, in accordance with the terms and conditions of this Contract, will be charged to the Credit Card on file within 48 hours after the flight is completed.

To Prepay by Wire: Send Funds to: Vectra Bank Colorado 2000 S Colorado Blvd. #2-1200 Denver, CO 80222
Account #: 5795764124 / ABA #: 102003154

To Prepay by Check: Mail Funds to: Mountain Aviation, Inc. 9656 Metro Airport Ave Broomfield, CO 80021

To Pay by Credit Card: Select this option and your Credit Card on File will be charged, including a 3.5% fee, within 48 hours of completion of the flight.

If, for any reason, prepayment is not received, or in the event that the Client elects to pay by Credit Card, payment is not received following the flight, Mountain Aviation reserves the right to charge 103.5% of the balance due plus a 5% late fee if payment is not received within 30 days of completion of the flight.

Type of Card

Name on Card

Card Number

Card ID Number

Billing Address

Expiration Date

Cardholder Signature: _____

I. QUOTE ACCEPTANCE:

The Client hereby accepts the quoted itinerary, the foregoing terms and conditions, the payment terms and agrees to abide by the same.

Client Name: _____

Client Signature: _____

