

## Northwest Flyers

905 W. Irving Park Rd.

Schaumburg, IL 60193

P: 847-985-9778

F: 847-985-1978

W: [www.northwestflyers.com](http://www.northwestflyers.com)



**NORTHWEST FLYERS NORTHWEST FLYERS AIR CHARTER TERMS AND CONDITIONS DEFINITIONS** Parties-The two parties who are entering into this agreement are the "Customer" and "Northwest Flyers, Inc.". Customer- The broker, individual, customer or entity requesting the charter service. Northwest Flyers, Inc.- The Air Charter Company providing the Charter Service. **GENERAL** This charter quote is aircraft specific, but not type or tail # specific, should the need arise to change aircraft, cost may vary accordingly. Customer shall be informed of any such change prior to flight and the amount of any additional cost, if any. The quote is based upon aircraft and crew availability and is not confirmed until signed and payment secured. Additional technical stops may be required for fuel, customs, or other operational reasons. Upon acceptance of terms and conditions listed herein, this document becomes a legal and binding contract between the two parties. **PRICES AND PAYMENT TERMS** All prices quoted herein are accurate on the date quoted, are subject to change without notice, and are valid for 10 days. Aircraft are not held on quotes. There must be a minimum of 2 flight hours per day placed on the aircraft at the going hourly rate at the time of the quotation. Prices include fuel surcharges. Prices do not include catering, ground transportation, Federal Excise Tax if applicable, segment fees if applicable, unscheduled overnights, additional flight time due to diversion for weather or other reason beyond control of Northwest Flyers, Inc, de-ice charges or hanger charges due to inclement weather, and other special services or requests, unless otherwise stated in the agreement. If customer is a broker it is agreed by Northwest Flyers and Broker that the Broker will be collecting and remitting any FET and segment fees as applicable by law. Pre-authorization of credit card is required to secure and book the flight(s). Full payment including any incidental charges is due 10 (ten) days of completion of flight or the credit card will be charged inclusive of a 4% to 8% administration fee. **CANCELLATION POLICY** Our cancellation fee is effective 48hrs to 12hrs prior to the trip start date and is 50% of the quote. Cancellation less than 12 hours will be charged 100 % of the quote, and a no show will be charged the full amount of the charter quote. All holiday flight cancellations (from 2 days prior to US national holidays and through two days after US national holidays) are subject to immediate 100% cancellation. Confirmed one-way flights are subject to a 100% cancellation charge. All cancellations must have a recipient confirmation via fax or email.

**ITINERARY CHANGES AND TRANSMITTAL OF CHANGES** Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustment. Notification of changes and/or cancellation must be in writing and transmitted by telefax to (847) 985-1978. Acceptance of the changes to the itinerary is at Northwest Flyers, Inc sole discretion. Depart times are subject to change by Northwest Flyers, Inc. for operational reasons. **PASSENGER IDENTIFICATION** Photo ID's are required by all passengers for all flights. Additionally official travel document (passports, visas, etc.) are the responsibility of each passenger. Customer is liable for any fines, penalties, cancellation penalties or other costs arising from incorrectly documented passengers or non-approval of passenger(s) against the TSA no-fly list. **RESPONSIBILITY** Northwest Flyers, Inc. shall not be liable for any injury, damage, loss, expense, indirect, special or consequential damages, or other irregularity caused by the defect of any vehicle or conveyance not under the control of Northwest Flyers, Inc. or the negligence of any outside 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. The Passenger understands and acknowledges that in aviation, there are sometimes flight delays due to weather, mechanical issues and other unforeseen circumstances: therefore Northwest Flyers, Inc. is excused from any liability or costs which might negatively impact the customer or their proposed travel schedule. Northwest Flyers' 1st priority is client safety. We understand accidents can happen and as a result, Northwest Flyers, Inc. has a comprehensive insurance program in place. Part of that insurance is protection for our clients and passengers. Any exclusion or limitation of damages mentioned herein shall not apply to any Customer injury or death caused by an accident or negligence of Northwest Flyers, Inc. in any case be limited to the amount paid to us, and any claim shall be adjudicated in and governed by the laws of the state(s) in which we have our principal business location. Charter client agrees to reimburse Northwest Flyers for all costs and expenses incurred by Northwest Flyers, the Air Carrier, or the aircraft's owner in connection with any loss or damage to the charter aircraft which are caused by the negligence or misconduct of the Client, its employees, agents, or guests. Northwest Flyers reserves the right to charge charter client for replacement of damaged items, to reimburse the Air Carrier or the aircraft owner. Additionally, Charter Client agrees to reimburse Northwest Flyers for all cost and expenses incurred by Northwest Flyers, the Air Carrier or the aircrafts owner in cases where the aircraft requires substantial cleaning services upon completion of a charter trip. This is not to include standard cleaning charges, but extraordinary cleaning expenses due to intentional or unintentional negligence or misconduct of the Charter Client. Domestic WI-FI on selected aircraft N568VA is included in quoted price unless otherwise noted. International use of WI-FI is not included in quoted price and will be billed at an additional charge of the going rate plus an additional service fee up to 25%. Use of inflight phone will be charged in addition of actual per minute phone charges plus additional service charges up to 25%.

**PARTIAL COMPLETION OF FLIGHTS** Northwest Flyers, Inc. is not liable for expenses incurred for replacement transportation in the case of mechanicals, (in such case our charges apply only on portions of flight completed). If a flight does not reach its destination due to weather, charges may apply to any destination reached and return flight of the aircraft and crew (with or without passengers) to home base. In the case of mechanicals, Northwest Flyers, Inc., may at its option provide substitute transportation which shall be charged as an additional fee to the customer. In such cases Northwest Flyers, Inc. original charges apply only on portions of flight completed. **OPERATIONAL** Aircraft owned or leased by Northwest Flyers, Inc. are operated under FAA Part 135 Air Carrier Certificate # \_\_\_\_\_, contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificates, in which case Customer shall hold harmless and shall indemnify Northwest Flyers, Inc. against any and all losses. During all phases of flight conducted by Northwest Flyers or other approved FAA Part 135 certificated Air Carriers, said Air Carrier shall have and retain complete and exclusive Operational Control as defined in FAR 135.77 and FAR 1.1 over such aircraft and flight crew, and shall exercise sole authority over initiating, conducting or terminating any flight. In addition, the pilot-in-command's judgment is necessary to ensure the safety of the aircraft passengers and flight crew. I hereby accept these terms and conditions for the referenced charter.