

# AIRCRAFT CHARTER AGREEMENT

## 1. BINDING AGREEMENT

This document and any other documents delivered by Omni Air Transport, LLC (OAT), once signed by the Client (Client) and returned to OAT shall constitute a legally binding agreement between the parties and shall be governed by and construed in accordance with the laws of the State of Oklahoma. It may not be altered or amended unless agreed to in a written agreement between the two parties. Client may not assign this agreement to any other person or entity.

## 2. PAYMENT

By signing this agreement, Client agrees to pay the full amount of the Quote for Aircraft Services and acknowledges and agrees as follows:

- Federal Segment Tax and Federal Excise Tax will apply to all domestic flight segments and will be billed at the prevailing rate.
- International taxes and fees may apply and may vary.
- Additional fees may apply, including, but not limited to, de-icing, hangar fees, flight phone usage, catering, ground transportation, and international fees. All additional fees will be billed at cost.

## 3. ITINERARY CHANGES & CANCELLATIONS

Any changes in aircraft, itinerary, schedule, or facility may result in a price change. If this is the case, a revised quote will be provided as soon as practical. All proposed changes will be reviewed considering aircraft availability, performance, operational limitations, FAA crew duty time restrictions, and other factors.

Cancellation Fees: Client may cancel the trip at any time and will be subject to the following cancellation fees:

- 25% if cancelled between 24-48 hours from departure time.
- 2-hour daily minimum or 75% (whichever is greater) if cancelled between 2-24 hours of departure time.
- If cancelled less than 2 hours prior to the scheduled departure, or after any portion of the trip has begun (including positioning legs), Client will be invoiced for the full amount of the trip.

Empty Legs: The operation of any Empty Leg sector is dependent and conditional upon either:

1. The aircraft flying from its outbound airport to its destination airport for the purposes of flying a return or other charter therefrom; or
2. The aircraft flying an inbound charter and then returning from the airport to its home base or elsewhere.

In the event that, in the case of 1. above, the return or other charter is cancelled for whatever reason or, in the case of 2. above, the inbound charter is cancelled for whatever reason then, the Empty Leg sector cannot be performed and Private Jet Charter shall have no obligation to the Charterer in respect thereof save for the return of the Charter Price.

Duty Time: The flight crew's duty time is governed by Part 135 of the Federal Aviation Regulations (FAR's). If Client delays the flight such that the crew will no longer be able to make the flight due to duty time restrictions, the flight will be postponed until the crew has had their legal crew rest. Overnight and other fees may apply. In some cases where Passengers are delayed, the aircraft may depart without the Passengers due to obligations for upcoming trips. Client will be invoiced for the full amount of the trip.

## 4. BAGGAGE & HAZARDOUS MATERIALS

If the baggage weight or size exceeds the capacity of the aircraft or may compromise safety of flight, OAT will require all excess baggage be shipped via courier or an alternate method. The Transportation Security Administration (TSA) has issued a list of items that are permitted and prohibited as baggage onboard an aircraft.

This list can be found at <http://www.fyomni.com/safety>. OAT is authorized to transport certain hazardous materials as defined in 14 CFR and 49 CFR. All hazardous material must be packed per the 49 CFR air transportation guidelines and proper paperwork must accompany the pre-packed hazardous item. OAT may refuse some hazardous materials based on weight, amount or number of items. Further questions may be directed to OAT's Director of Safety and Security via OAT's 24-hour charter hotline 918-836-3131.

## 5. PASSENGER IDENTIFICATION & TRAVEL DOCUMENTS

Domestic Flights: Passengers 18 years of age or older are required to present a government issued photo ID prior to boarding an OAT aircraft for each departure.

International Flights: Passengers must present all required documentation to the flight crew, including passports and visas, prior to boarding an international flight.

*\*Only manifested Passengers and their baggage will be permitted to board the aircraft.*

## 6. FARs / WEATHER / MECHANICAL

So long as Client is in compliance with the terms of this agreement, OAT will operate flights for this Client in accordance with the agreement and with the rules set forth in FAR Part 135. OAT's pilots shall have complete control and command of the aircraft at all times, shall be authorized to make all decisions regarding the operation of the aircraft, boarding or refusal to board Passengers, and acceptance or rejection of any baggage for any flight. If weather situations prohibit the aircraft from landing at the requested destination(s), OAT and its employees reserve the right to provide Client with alternate destinations, delay, or cancel the trip based on a mutual conversation with Client. Deviations in itinerary and/or flight time may result in a price change. If cancellation is necessary due to weather conditions, Client agrees to pay any direct charges incurred by OAT. In the event of mechanical difficulties, OAT and its employees reserve the right to change aircraft, cancel, or subcontract a charter based on a mutual agreement with Client.

## 7. PASSENGER CONDUCT

Client shall instruct and cause the Passengers to act in a reasonable and responsible manner at all times while aboard the aircraft and to comply with the directives and instructions of the pilot in command of the aircraft. Client shall be liable to OAT for any damage caused by Passengers to the aircraft or otherwise.

## 8. LEGAL LIABILITY

OAT and its affiliates shall not be liable to Client or any other person or entity for any injury to or death of any person or for any damage to or loss of property unless it is the direct result of negligence or intentional misconduct of OAT or its employees. Under no circumstances shall OAT or its affiliates be responsible for any lost profits or other consequential damage. To the extent that any other document arises from this transaction, the provisions of this document prevail.

## 9. JURISDICTION

Each of the parties hereby agrees to personal jurisdiction in the State of Oklahoma in connection with any disputes or controversies arising under the agreement. If OAT collects any amount due or payable from client through an attorney, Client will be required to pay any attorney's fees and costs incurred by OAT in the collection efforts.

## 10. CONFIDENTIALITY

OAT will not disclose any information regarding its clients, passengers or departure/destination to any outside source, unless authorized by Client or required by law, i.e., in connection to inquiry by the government or in litigation.

## 11. NON-SMOKING POLICY

OAT aircraft are non-smoking. Smoking of any kind, in or around the aircraft, is strictly prohibited.

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Initials