

## DEFINITIONS

Parties - The two parties who are entering into this agreement are "Charterer" and "Charter Company." Charterer - The individual or entity requesting the charter service. Charter Company - The company providing the service known as "Presidential Aviation"

## GENERAL

This charter quote is aircraft specific; should the need arise to change aircraft, cost may vary accordingly. Charterer shall be informed of any such change prior to flight and the amount of additional cost, if any. The quote is based upon aircraft and crew availability and is valid for 10 days. Upon acceptance of terms and conditions listed herein, this document becomes a legal and binding contract between the two parties. This is not a hard quote unless otherwise specified. If additional flight time is incurred due to weather or unforeseeable air traffic the charges will be reflected on the final invoice. A 20% surcharge will be added to the cost of any catering and ground transportation arranged by Presidential Aviation.

## PRICES, PAYMENTS AND CANCELLATION

All prices quoted herein are accurate on the date quoted, are subject to change without notice, and are valid for 10 days. Full payment is due on the date of service. Our cancellation fee is 50% of quote if the flight is cancelled within 48 hours of flight time, and 100% of quote if cancelled within 24 hours of flight time. Once booked one-way trips are non-refundable. A no show will be charged the full amount of the charter cost.

Charters outside of Peak Periods: a.) Domestic (Continental US) flights cancelled within 72 hours of scheduled departure time will be subject to a fee equal to 30% of the quote amount, and domestic flights cancelled within 24 hours of scheduled departure will be subject to a fee equal to 100% of the quote amount. b) International flights (Hawaii, Alaska and all International destinations) cancelled within 72 hours of scheduled departure will be subject to a fee equal to 100% of the quote amount. In addition, International fees incurred in preparation for this trip shall be charged regardless of when the trip is cancelled.

All Charters during Peak Periods: 50% of charter price if notification is given more than 7 days prior to the date of the first flight segment but a 100% cancellation if given 7 days or less before the first flight segment. The following are Peak Periods: President's Day weekend, Memorial Day weekend, Independence Day weekend, Labor Day weekend, Thanksgiving Holiday (Mon, Tue, & Wed before Thanksgiving and Sun & Mon after Thanksgiving), and the Christmas / New Year's Holiday Season (December 18th - January 4th).

Empty leg segments pricing: It is agreed by all parties that if the air charter segment(s) is (are) an "empty" or "repositioning" flight segment(s), it is understood that the fulfillment of such is solely reliant on the front-end/back-end entity whose flight segment(s) permit its use. Therefore, Presidential Aviation, Inc. claims no guarantee of fulfillment of the above flight segment(s) and is held harmless should a mechanical occur, or the front-end/back-end entity fails to perform, and thereby not fulfilling the flight segment(s) above. The sole recourse of settlement in such a case shall be a full refund of the price paid to Presidential Aviation, Inc.

## FBO'S/HANDLERS:

Charter Company will select fixed base operators/handlers at each airport on this itinerary. If Charterer requests an alternative FBO, a surcharge may apply to cover additional costs including but not limited to, ramp, handling, parking, and fuel cost which is different from the preferred Charter Company selected FBO.

## DOCUMENTATION

Photo ID's are required prior to flight. Additionally, official travel documents (passports, visas, etc.) are the responsibility of each passenger.

## 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 cancellations must be in writing and transmitted by fax to (954) 446-1934 within the cancellation time frame listed above.

## RESPONSIBILITY

Charter Company 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, or the negligence of any 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. Our liability shall 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.

## BROKER DISCLOSURE

In the event that this quote is provided to a charter broker, the quote recipient shall be responsible and liable for compliance with 14 CFR 295 generally and specifically with respect to the disclosure of 14 CFR 295.24. Charter company assumes no such liability in this regard. Furthermore, charter broker shall confirm their liability insurance or lack thereof to any of their customers.

## FET

The Charterer hereby acknowledges and agrees that it has engaged (or intends to engage) Charter Company to operate certain flights to transport the undersigned's and/or their property and/or cargo on the aircraft operated by Charter Company (the "Flights"). This certificate shall apply to all Flights and to all passengers, property and cargo transported thereon.

The Charterer further acknowledges and agrees that, with respect to all Flights and to all passengers, property and cargo transported thereon, it is the Charterer's sole and exclusive responsibility to collect, account for and pay over (a) to the Internal Revenue Services, all applicable federal excise taxes described in sections §4261 and/or §4271 of the IRC of 1986, and (b) to any governmental agencies of the United States of America, all applicable customs, immigration and similar fees and charges. In the result of the above, Charter Company shall be exempt from having to collect, account for and pay over to any person, entity or governmental agency any of the foregoing taxes, fees, charges or other amounts.

The Charterer further acknowledges and agrees that (i) in connection with the Flights, the Charterer is not an agent of Charter Company, and (ii) the Charterer will provide to Charter Company, upon written request, evidence of the undersigned's collection and payment of taxes, fees and charges described above (but absence of any such request shall not affect the blanket exemption provided for herein or otherwise affect any of the rights, duties or obligations of Charter Company)

The Charterer understands that the tax exemption form is for Federal Excise Tax and Customs and Immigration Fees only. All other taxes and/or fees applied in Canada and other international countries will be charged to the Charterer, unless a written request is provided stating sole responsibility, when services are rendered.

## PARTIAL COMPLETION OF FLIGHTS

Charter Company is not liable for expenses incurred for replacement transportation in the case of mechanicals, (in such cases our charges apply only on portions of flight completed). If a flight does not reach its destination due to weather, charges 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, Presidential Aviation may at its option provide substitute transportation which shall be charged as an additional fee to charterer. In such cases Presidential's original charges apply only on portions of flight completed. OPERATIONAL Aircraft owned or leased by Charter Company are operated under FAA Part 135 Air Carrier Certificate # 9PVA416M, contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificates, in which case Charterer shall hold harmless and shall indemnify Charter Company against any and all losses.

**PROHIBITED ITEMS**

Passengers are kindly reminded of the TSA regulations regarding prohibited items and are asked to please review the policy listed at: <http://www.tsa.dhs.gov/travelers/airtravel/prohibited/permited-prohibited-items.shtm>.

**CREDIT CARD AUTHORIZATION**

Hereby authorize Presidential Aviation to charge the full amount of the above referenced aircraft charter to my credit card which number is listed herein if charter is not paid according to terms as outlined above or within 10 days of service. I agree to pay an additional 5% administrative fee should the need arise to process charter payment to the credit card (subject to change based upon itinerary revisions and additional costs incurred including, but not limited to, catering, transportation, WiFi and Data usage, de-icing and hangar fees when applicable and the calculation of taxes and fees as permitted by law) I hereby accept these terms for the above referenced charter.

**A Contract Terms**

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**WIRE INSTRUCTIONS**

ACCOUNT NAME: PRESIDENTIAL AVIATION, INC.

BANK NAME: BANK OF AMERICA

ACCOUNT NUMBER: 898031165744

ABA NUMBER: 026009593

SWIFT: BOFAUS3N

\* (NOTE - ACH/EFT ROUTING NUMBER: 063100277)

**BANK INFO:**

BANK OF AMERICA  
401 EAST LAS OLAS BLVD. 9TH FLOOR  
FT. LAUDERDALE, FL 33301