

**FLIGHT QUOTATION**

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**Quoted For:** Fly Victor**Contact:**

**FEES:** Domestic Fee - Domestic quotes issued are a fixed price. This quote includes flight charges based on estimated block times (engine start to engine shut down) landing fees, fuel surcharge, overnights, and all taxes. Additional fees including Event Parking, Inclement weather (Hangar fees, as in temperatures below 32 degrees F., above 80 degrees F or de-ice), In-flight Catering, Client Ground Transportation, Non-Preferred FBO Fees, Day Rooms, Special Event Fees, Security Fees, Flight Phone (if applicable) that are not included in the original quote will be invoiced following the trip and are due upon receipt. All costs are the responsibility of the charter client. Set-up fee of 15% applicable to in-flight catering and chauffeured transportation requests. International Fees - International fees are included in the On-Demand Inclusive price and includes the cost for flight planning, customs fees, international permits, airport reservation/landing slots, navigation fees, etc. Set-up fee of 15% applicable to in-flight catering and chauffeured transportation requests.

**Wi-Fi SERVICE:** In-flight Wi-Fi service is available and included on select aircraft. Please check availability with your Priester Sales Representative to secure an aircraft which meet your needs. Certain aircraft within our fleet have free Wi-Fi, whereas other aircraft within our fleet charge per megabyte. Some aircraft with satellite based Wi-Fi systems may still connect with your cell phone or iPad even when air plane mode is enabled. To avoid inadvertent charges, all mobile devices such as cell phones and iPads must be turned off (NOT just in airplane mode) before boarding the aircraft. Aircraft with satellite Wi-Fi systems also charge separate for internet service. Please consult your Priester Sales Representative for rates. Continuous Wi-Fi coverage cannot be guaranteed throughout the duration of the flight due to the service area coverage or meteorological conditions.

**PAYMENT & INVOICING:** Payment for the quoted amount is required 5 business days before departure. A valid credit card with acceptable limit for incidentals must be kept on file with Priester Aviation. Acceptable forms of payment: Wire, automatic clearing house (ACH), personal or company check, and VISA, MasterCard, and American Express credit cards. Credit card payments are subject to a 3.5% processing fee in addition to the quoted price. Invoicing: A final invoice will be issued upon trip completion to include incidental, additional, and/or extraordinary costs associated with the trip to include catering, ground transportation, hangar, de-icing, Wi-Fi, crew expenses, and/or other services utilized or required when applicable. Additional costs may be invoiced after final invoice in event of delayed billing from service providers. Any additional monies owed are due upon receipt of invoice. Past Due Payments: Clients are responsible for any fee for collection of past due invoices. The client shall be responsible for finance charges of 1.5% per month charged the first day of invoice not limited to reasonable attorney and court fees. Delinquent accounts shall be suspend until amounts are paid in full.

**PARTIAL COMPLETION/MODIFICATION OF FLIGHTS:** Occasionally flights are interrupted or modified due to issues beyond the control of Priester. These issues include but are not limited to maintenance, weather, airport closures, etc. Priester Aviation shall make commercially reasonable efforts to rectify the situation by advising the customer of alternate solutions to accomplish the trip and their costs. For maintenance interruptions, Priester will attempt to procure a substitute like type aircraft and will make all efforts to do so for no additional costs. Priester, however, will not be liable for any additional expenses incurred for a replacement aircraft if required due to weather, mechanical issues or any other act deemed as Force Majeure. If a flight is modified due to weather, customer is responsible for the charges on all legs to return the aircraft and crew to its home base including costs of arrangements made at original airport. In the case of mechanical issue, if Priester Aviation is not able to find a suitable like type replacement aircraft, the customer will be charged at the original rates for the portion of the trip that was completed.

**DOCUMENTATION:** US Government regulations require that, prior to boarding, all passengers over the age of 18 present either: (1) a valid form of government issued picture ID; or (2) two other forms of valid ID (one with photo) one of which must be issued by government agency. Priester Aviation is prohibited from transporting any persons who fail to produce said forms of identification. Any parent or legal guardian traveling with a child or children under the age of 14 without the accompaniment of the other parent of legal guardian must provide a duly notarized letter of consent from the absent parent or legal guardian before that child or children will be allowed to depart on an International flight. Passengers are responsible for obtaining and carrying all required passport and visa documentation for International travel.

**NON-STANDARD CLEANING FEES:** The Charter Client agrees they are responsible and will reimburse Priester Aviation LLC for all costs of "non-standard" cleaning necessitated by client use of the aircraft. Non-standard cleaning is due to intentional or unintentional significant soiling of the aircraft interior caused by negligence or misconduct of the Charter Client. Examples include but are not limited to stains from red wine, messy catering spillage, oils, pet accidents, extensive pet shedding, pen marks, etc.

**RESPONSIBILITY FOR DAMAGES:** The charter client agrees to reimburse Priester Aviation LLC for all costs associated to remedy any damage, destruction, or breakage caused by the negligence or misconduct of the Charter Client or their passengers. Examples of such damage could include puncture of seat leather, damage to tables, damage to the functionality of the seats, etc. Priester Aviation reserves the right to charge the charter client for the repair or replacement of damaged items or components.

**CONTROLLED SUBSTANCES PROHIBITION:** Priester will not transport or permit the possession or use of any substance that is prohibited under the Controlled Substances Act (<https://www.dea.gov/drug-scheduling>) on any aircraft operated by, used by, managed by, owned by, leased by or leased to, or loaned by or loaned to Priester or any of Priester's employees, Priester's agents or Priester's contract pilots. This policy applies regardless of whether such controlled substances are permitted under other law, including state law. This policy includes, but is not limited to, the prohibition of the transportation, possession, or use of cannabis or cannabis-containing products. Operator/Client agrees that it and any passengers or other individuals associated with Operator/Client will not transport, possess, or use any controlled substance aboard any aircraft associated with Priester. Should Priester discover a violation or attempted violation of this policy, Priester may: (1) notify appropriate law enforcement at the earliest opportunity; (2) terminate all operations related to the Operator/Client associated with the policy violation or attempted violation at the earliest opportunity, which may result in diversion to a closer airport; and (3) terminate the contract under which aircraft operations are to occur and revoke any permissions to use or access any aircraft, or cease operational support of any aircraft in Priester's possession, that Priester leases, or any aircraft under Priester's management or control. In the event Priester terminates a contract for a violation or attempted violation of its policy against controlled substances, Priester will

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nevertheless be entitled to all sums to which it would have been entitled from Operator/Client had the contract not been terminated. In addition, should Operator/Client or any passenger or other person associated with Operator/Client violate or attempt to violate Priester's policy against controlled substances, Operator/Client will pay for all legal and other expenses incurred by Priester and its employees or contract pilots as a result of the violation or attempted violation. These expenses include but are not limited to reasonable attorneys' fees, litigation expenses, regulatory enforcement expenses, travel expenses, fines, penalties, damages, and bonds. These expenses also include but are not limited to, any expenses or damages associated with the aircraft involved in the violation or attempted violation, including but not limited to forfeiture-related expenses, aircraft ferrying expenses, maintenance and hangar expenses, compensation for loss of use of the aircraft, and compensation for diminished value of the aircraft. Operator/Client shall also defend and indemnify Priester and its employees or contract pilots for any claim or lawsuit arising out of or related to the violation or attempted violation of this policy by Operator/Client or any passengers or other persons associated with Operator/Client.

**OPERATIONAL CONTROL:** During all phases of flight conducted by Priester Aviation PRIA248H, 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 judgement is necessary to ensure the safety of the aircraft passengers and flight crew.

**DISCLOSURES:** Desired transportation of any animals, medical oxygen, firearms or other hazards or passengers with special needs must be communicated via telephone beforehand to the Priester Aviation Flight Services department for approval. All flights conducted by Priester Aviation are non-smoking. All charter passengers are advised that the Transportation Security Administration (TSA) has mandated that all charter flights adhere to the restriction of items listed on the provided Prohibited Items List ([www.TSA.gov/travellers/airtravel](http://www.TSA.gov/travellers/airtravel)). Please consult this list and refrain from packing any listed items in your cabin luggage. The Transportation Security Administration of the U.S. Department of Homeland Security requires us to collect information from you for purposes of watch list screening, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA Privacy policies, or to view the system of records notice and the privacy impact assessment, please see TSA's Web site at [www.tsa.gov](http://www.tsa.gov).

**MEDIA POLICY:** Any images, photos, facsimiles, likenesses, or representation of the Aircraft and crew are the exclusive property of Priester Aviation LLC and may not be used for any commercial or promotional purposes without the expressed written consent of Priester Aviation LLC.

**COVID PROTOCOLS:** Due to COVID-19, all passengers may be required to complete a Priester Aviation COVID Pax Questionnaire prior to the flight. Passengers may be subject to a temporal thermometer screening prior to boarding. Any Passengers exhibiting any COVID symptoms including a temperature of 100.4 or greater may be denied boarding. In such event cancellation fees will apply as outlined in the cancellation policy. Customer will be liable for all expenses incurred up to the full quoted trip amount.

**EXCLUSION OF LIABILITY/INDEMNITY:** 1. Priester Aviation, LLC shall be under no liability to Customer and/or Passengers for any inability of or failure by it to perform its obligations under this Agreement arising from an event of Force Majeure. The term "Force Majeure" means any cause beyond Priester Aviation, LLC's reasonable control that prevents it from meeting its obligations under this Agreement, including, but not limited to, acts of God or the public enemy, acts of terrorism, war or other outbreak of hostilities, civil or military disturbances, strikes, lockouts, fires, floods, earthquakes, labor disputes or strikes of any kind (including those of Priester Aviation, LLC personnel) or lock-outs, virus, epidemic, health pandemic or national emergency, accidents to or failure of the Aircraft and/or Aircraft engines or other components, or any other part thereof or any machinery or apparatus used in connection therewith, or loss or malfunctions of utilities, communications or computer (software and hardware) services, 2. Customer shall defend (with counsel of Priester Aviation, LLC's choice), indemnify, and hold harmless Priester Aviation, LLC, its officers, directors, employees, agents, subcontractors, and representatives, and the Aircraft's owner (collectively the "Priester Indemnified Parties") from and against any loss, damage, liabilities, costs, demands, claims or expenses (including but not limited to reasonable attorneys' fees) of whatsoever nature caused to be suffered or incurred by any of the Priester Indemnified Parties arising out of or any way related to any act or omission of Customer, Passengers, their officers, employees or agents whether arising in contract or tort (including negligence) or otherwise, 3. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Priester Aviation, LLC has put in place preventative measures to reduce the spread of COVID-19; however, Priester Aviation LLC cannot guarantee that Customer or Passengers will not become infected with COVID-19. Further, the operations contemplated in this Agreement could increase Customer's and Passengers' risk of contracting COVID-19. Customer and Passengers, on their own behalf and on behalf of their heirs, successors and assigns, knowingly and freely assume all such risks, both known and unknown, relating to the operations contemplated in this Agreement, and Customer and Passengers hereby forever release, waive, relinquish, and discharge the Priester Indemnified Parties from any and all claims, demands, liabilities, rights, damages, expenses, costs, and/or causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of contracting COVID-19 or any related or similar illnesses related to the operations contemplated in this Agreement, 4. Priester Aviation, LLC shall not be deemed to undertake any carriage as a common carrier, 5. The Priester Indemnified Parties shall not be liable in any manner or way to Customer or Passengers for special, consequential, punitive, exemplary, indirect, or incidental damages, 6. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Illinois, without regard to principles of conflicts of law. The parties hereby submit to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois. If the jurisdictional requirements for that court are not met, then the parties hereby submit to the exclusive jurisdiction and venue of state or local courts having situs within Cook County, Illinois, and the parties expressly waive personal jurisdiction and personal service of process and consent to service



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by certified mail, postage prepaid, directed to the last known address of the respective party, which service shall be deemed completed within ten (10) days after the date of mailing thereof, 7. The terms contained herein shall survive the termination of any Agreement, 8. In the event that the restrictive covenants contained in Section 1 and/or Section 3 of this Agreement shall be found by a court of competent jurisdiction to be unreasonable by reason of such restrictive covenants being too extensive in any respect, then such restrictive covenant shall be deemed modified to the minimum extent necessary to make such restrictive covenant reasonable and enforceable under the circumstances.

**REFUNDS & CONTRACT CANCELLATION:** Charter Clients who have a prepaid account or have overpaid for their trip may request a refund. Any refund requests shall be made in writing to their Priester Sales Representative. Any refunds due will be issued within 30 days of the request. Contract cancellation (i.e. Direct Access, Centerline) must be made in writing to the Priester Sales Representative. The account will be reviewed and reconciled, and refunded within 30 days. Should any amounts be owed to Priester, such obligations shall survive the cancellation of the contract and remain due. Any amounts due Priester Aviation LLC are due upon receipt of a final invoice. An early cancellation fee may be applicable, as determined by the Priester Sales Representative.

**CANCELLATION POLICY:** All one way reservations carry a 100% cancellation fee from the time of booking. The cancellation of a domestic flight less than 72 hours prior to the scheduled departure time will result in a 25% cancellation fee, less than 48 hours is subject to a 50% cancellation fee and less than 24 hours will result in 100% cancellation fee of the grand total on the Flight Quotation. The cancellation of an International flight within 96 hours prior to the scheduled departure time will result in a cancellation fee equal to 25% of total flight charges, 72 hours prior will result in a 50% cancellation fee; 48 hours prior will result in a 100% cancellation fee equal to the grand total on the Flight Quotation. All International flight cancellations will incur ALL charges for International setup (i.e. Universal, JetEx, etc.), in addition to the cancellation policy. Cancellation of a flight during a peak travel period are: Upon booking, non-refundable 25% of the grand total is required, at time of booking. Peak travel period is November 15 through February 15th.

**INCLUSIVE PRICE:** All flight charges, fuel, airport/international fees, crew expenses, and per person segment tax.

**ADDITIONAL:** Customized catering, ground transportation, de-ice/hangar, and Wi-Fi (if applicable).

**All trips require payment to be received by Priester Aviation 5 business days or greater before departure of first flight segment. Please indicate payment method below:**

**Wire Instructions for Domestic Wires:**

Bank Name: Hinsdale Bank & Trust

Address: 25 E. First Street, Hinsdale, IL 60521

ABA/RTN: 071925402

Account Name: Priester Aviation, LLC

Account Address: 1061 S. Wolf Road, Wheeling, IL 60090

Account Number: 2895539022

Swift/BIC code: HBTCUS44

ABA/Fedwire/Local: 071925402

**To confirm booking and agree to all terms outlined in this quotation, please sign below and return all pages of this quotation to [clientservices@priesterav.com](mailto:clientservices@priesterav.com)**

Understood and agreed:

Printed Name \_\_\_\_\_