



## **GENREAL TERMS**

### **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 "Prime Jet"

### **GENERAL**

This charter quote is aircraft specific; should the need arise to change aircraft; your cost may vary accordingly. The Charterer shall be informed of any such change prior to flight and the amount of additional cost or savings, if any. This quote is subject to aircraft and crew availability at time of booking and is valid for 14 days. On international travel, this quote is subject to foreign traffic rights and foreign permitting timelines at time of booking. Due to the dynamic costs of fuel, Charter Company reserves the right to re assess fuel surcharges on quotes booked more than 30 days in advance at time of flight. Charterer will be informed prior to trip commencement. Upon acceptance of terms and conditions listed herein, this document becomes a legal and binding contract between the two parties.

### **CATERING**

All Prime Jet flights include complimentary full bar, drinks and snacks. Catering is billed to the client post flight at cost incurred plus administration fees.

### **ADDITIONAL COSTS NOT INCLUDED IN QUOTES**

Unless otherwise indicated our quotes are "hard" quotes that make every attempt possible to be fully inclusive of trip cost. However there are items which are unforeseeable by Prime Jet and are occasionally billed as an additional fee upon trip completion. These items include (but are not limited to) Passenger Ground Transportation, De-Icing, Hangar Fees, International VIP Terminal Fees, Flight Phone Usage, airport overtime charges for off hours arrival or departure, crew hotel late check-out fees for evening departures, excessive APU usage due to passenger delays, customer specified FBO's, cleaning/damage fees and/or additional flight time due to air traffic control/weather issues outside of Prime Jet's control.

### **DOCUMENTATION**

Government issued photo ID's are required prior to every flight. Additionally official travel documents (passports, visas, etc,) are the responsibility of each passenger. Incorrect passport and/or visa details can result in domestic and/or foreign customs fines. In the case the Charterer incorrectly conveys these details to Prime Jet these fines will become the responsibility of Charterer.

### **ITINERARY CHANGES and TRANSMITTAL OF CHANGES**

Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustment. Aircraft and/or crew will not be on standby during layovers unless specifically agreed to in writing at time of signing contract. Notification of changes must be in writing and transmitted by telefax to (303) 648-4685 or by email to ops@primejets.com. Changes may not be made through flight crew.

### **RESPONSIBILITY**

Prime Jet 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, foreign law, 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 Colorado.

### **PARTIAL COMPLETION OF FLIGHTS**

Prime Jet is not liable for expenses incurred for replacement transportation in the case of mechanicals. If a flight does not reach its destination due to weather or aircraft malfunction, charges apply to any destination reached and return flight of the aircraft and crew (with or without passengers) to a reasonable maintenance base. In the case of mechanicals, Prime Jet may at its option provide substitute transportation which may be charged as an additional fee to charterer and at the approval of the charterer only.

### **OPERATIONAL**

Aircraft are operated under FAA Part 135 Air Carrier Certificate #DBG034L, contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificate, in which case Charterer shall hold harmless and shall indemnify Prime Jet against any and all losses Prime Jet is a certificated direct air carrier. If the flight quoted is not performed by Prime Jet, then Prime Jet will disclose the name of the direct air carrier performing the flight and in operational control on the Customer's itinerary or quote as soon as such information becomes reasonably available. 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 Customer and Prime Jet, or be construed to evidence the intention of the parties to constitute such. Prime Jet does not serve in any capacity as an agent for Customer, any operator of a brokered aircraft, or any passenger on the flights provided pursuant to this quote. Trip quotations are estimates calculated using flight plan routes, distances, winds, and weather and cannot reflect unforeseen delays, deviations or other exigent circumstances (which Customer and Prime Jet agree include, but are not limited to, international handling, weather events, and air traffic control delays and/or routings). Any additional charges due to such exigent circumstances, which are the responsibility of the Customer, will be disclosed and billed to Client within a reasonable time after they become known to Prime Jet. Customer acknowledges and agrees that additional charges due to exigent circumstances may not be known at the time of the quote or the start of air transportation and that upon the request of Customer, Prime Jet will disclose such additional fees within a reasonable time after they become known to Prime Jet, which will not alleviate Customer's responsibility to pay for such fees. Prime Jet does business as "Prime Jet, LLC.", "Prime Jet US, LLC."

### **CHARTER BROKERAGE**

If Customer is serving as an air charter broker in relation to the charter quote, once the quotation is signed by Customer and accepted by Prime Jet, Customer shall be responsible for the payment of all amounts included in the quote or referred to in these Charter Terms and Conditions in full, subject to the applicable cancellation policy, regardless of whether Customer receives payment from another for the services or not. Prime Jet shall not be responsible for Customer's failure to comply with 14 CFR Part 295 and Customer shall fully indemnify Prime Jet for any such failure.

### **SECURITY**

TSA prohibits the carriage of certain items, for more information please visit:

<http://www.tsa.gov/travelers/airtravel/prohibited/permitted-prohibited-items.shtm>

Hazardous goods cannot be carried without special processing. Please see the link below to determine what are considered hazardous goods. You must advise us if you want to transport hazardous goods and we'll determine if they can be accepted.

[https://www.faa.gov/about/initiatives/hazmat\\_safety/](https://www.faa.gov/about/initiatives/hazmat_safety/)



## STANDARD CANCEL

### PAYMENTS AND CANCELLATION

Quoted pricing is based on payment by wire, cash or check prior to departure. Full payment is due 72 hours prior to any aircraft positioning or live flown legs unless other financial terms have been agreed upon by both parties. Charters booked less than 72 hours from departure will be handled on a case by case basis. Some charters require significant planning prior to the date of departure under which costs are incurred by Prime Jet. Under such circumstances, the client agrees to be responsible for the actual costs incurred by Prime Jet in preparation for the trip. Such costs may include, but are not limited to, airline tickets, hotel rooms and international permitting fees.

In case of trip cancellation by client, the following cancellation fee will be assessed:

5-7 Days prior to trip start (including positioning legs if any)

10% Quoted Amount Cancellation Fee (or out of pocket costs if higher)

3-5 Days prior to trip start (including positioning legs if any)

20% Quoted Amount Cancellation Fee (or out of pocket costs if higher)

1-3 Days prior to trip start (including positioning legs if any)

50% Quoted Amount Cancellation Fee

Under 1 day prior to trip start or "no show" (including positioning legs if any)

100% Quoted Amount Cancellation Fee

If the aircraft has already positioned at time of cancellation then the greater of the above or total charges based on aircraft position and return to base will apply. Client will be notified when aircraft is in position.

In cases of operator cancellation no fee is assessed.

As an authorized representative for the Charterer, I hereby accept these above terms & conditions.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## PEAK DAY CANCEL

### PEAK DAYS FOR PRIME JET 2019

Jan 18 - Jan 21: Martin Luther King, Jr Day  
Feb 1 - Feb 3: Super Bowl in Atlanta, GA  
Feb 15 - Feb 18: President's Day  
Mar 4 - Apr 24: Spring Break  
Apr 4 - Apr 9: NCAA Final Four in Minneapolis, MN  
Apr 10 - Apr 14: Masters in Augusta, GA  
May 2 - May 5: Kentucky Derby in Louisville, KY  
May 24 - May 27: Memorial Day  
July 4- July 7: Independence Day  
Aug 30 - Sep 2: Labor Day  
Nov 22- Dec 2: Thanksgiving  
Dec 16 - Jan 5: Christmas & New Years

\*\*Any major event as deemed by Prime Jet especially where airport reservations are required

### PAYMENTS AND CANCELLATION

Quoted pricing is based on payment by wire, cash or check prior to departure. 10% deposit is due to secure aircraft. Full payment is due 72 hours prior to any aircraft positioning or live flown legs unless other financial terms have been agreed upon by both parties. Charters booked less than 72 hours from departure will be handled on a case by case basis. Some charters require significant planning prior to the date of departure under which costs are incurred by Prime Jet. Under such circumstances, the client agrees to be responsible for the actual costs incurred by Prime Jet in preparation for the trip. Such costs may include, but are not limited to, airline tickets, hotel rooms and international permitting fees.

In case of trip cancellation by client, the following cancellation fee will be assessed:

>14 Days prior to departure - 10% of quote or out of pocket expenses whichever is greater

7-14 Days prior to departure (including position legs) 25% of quoted amount

3-6 Days prior to departure (including position legs) 50% of quoted amount

Under 3 days prior to departure (including position legs) 100% of quoted amount

If the aircraft has already positioned at time of cancellation then the greater of the above or total charges based on aircraft position and return to base will apply. Client will be notified when aircraft is in position.

Aircraft Daily Minimums (if applicable) will not be reduced in case trip length decreases after signing

In cases of operator cancellation no fee is assessed.

As an authorized representative for the Charterer, I hereby accept these above terms & conditions.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## ONE WAY 100% CANCEL

### PAYMENTS AND CANCELLATION

Quoted pricing is based on payment by wire, cash or check prior to departure. Full payment is due at signing unless other financial terms have been agreed upon by both parties. This charter is fully nonrefundable in the case of trip cancellation by client. This quote is nonnegotiable in the case of itinerary changes; quoted amount will not be lowered nor credited.

Some of our one ways are contingent upon other trips. Operator cannot guarantee coverage of one ways in case of base trip cancellation. In cases of operator cancellation no fee is assessed to client.

As an authorized representative for the Charterer, I hereby accept these above terms & conditions.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_