

## South American Jets, LLC Standard Terms & Conditions Charter Broker Agreement

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**Expenses:** All expenses associated with the operation of the aircraft are covered by the Operator. The term "operator" is used for FAA part 135 air operations aircraft owner actual performing flight operations or the equivalent to other sovereign countries. All other expenses, charges and costs, transportation taxes, foreign taxes, levies, non-objection fees, duties, royalties, special or accessorial services requested by Client shall be paid for by Client; any advances or disbursements made by Operator for Client shall be promptly reimbursed by Client. Aircraft landing, handling fees, and passenger airport fees are subject to change.

**Cancellation Terms:** Cancellation within 14 days of flight departure will incur a charge of 100% of the total trip cost. At least 15 days but not more than 30 days before charter is to commence from point of origin, it will incur a charge of 40% of the total trip cost.

**Payment Terms:** The price quoted includes flight charges, landing fees, overnight charges, standard provisioning (including beverages and snacks), and estimated fees and taxes. Extra charges for catering, ground transportation, flight phone usage, Internet, hangar, de-icing and other services will be separately invoiced or charged. All extra charges, other than de-icing and hangar fees, will be subject to a 15% handling fee. Extraordinary wear-and-tear, cleaning and/or damage to the aircraft caused by Client or any accompanying passenger(s) and/or pets shall be the responsibility of the Client. All flights must be paid in full in advance.

**Trip Changes:** Once confirmed, changes in departure time greater than three (3) hours within 12 to 24 hours of the scheduled flight shall be charged 50% of the booked rate; changes within 12 hours shall be charged 75% of the booked rate. Changes outside these times will be subject to the cancellation terms. South American Jets will accommodate the requests at its sole discretion.

**Operator's Rights and Responsibilities:** Operator has exclusive direction and control over the aircraft, its crew and passengers, and all cargo on board. Operator shall be entitled to subcontract the whole or any part of the transportation services, and each such subcontractor shall be entitled to all rights, benefits, defenses, limitations and/or immunities available to Operator pursuant to this charter. Each party shall use commercially reasonable efforts to cause on-time departures. Operator shall use commercially reasonable efforts to carry the charter passengers and their baggage with reasonable dispatch, but shall not be liable for failure of a Flight to depart or arrive according to any predetermined schedule or routing. In the event that the Charterer does not have the passengers ready for boarding at the time specified, the Flight may proceed without the full load. In the event that one or more individual passenger(s) fail to present themselves for loading at the time specified by operator, the Flight may proceed without the missing passenger(s) and operator shall not be liable to the Charterer nor to the passengers for their transportation or expenses, nor shall operator refund any portion of the charter price to the Charterer under such circumstances.

**Liberties:** Operator shall be at liberty to make interim stops for fuel, supplies, repairs, and take whatever steps and do whatever actions it deems necessary for the protection of itself, the aircraft, pilots and passengers. Operator shall also be excused from delay or inability to perform caused by circumstances beyond its reasonable control.

**Right of Refusal:** Operator may refuse carriage of cargo, baggage, or luggage that, in its sole discretion: is improperly packaged; is not suitable for carriage; is hazardous or dangerous; exceeds the operational

capacity of the aircraft; cannot be loaded within the allotted space; cannot be transported in accordance with applicable laws and regulations.

**Termination:** Operator may terminate this charter without notice if Client breaches any provision hereof or if Operator, in its sole discretion, determines that transportation would be unsafe or in violation of any applicable law, rule or regulation.

**Client's Rights and Responsibilities:** Passenger Information Worksheet. Prior to flight departure, Client is required to complete and deliver to Operator a Passenger Information sheet with at least the following information: full passenger names; the legs each passenger will be flying; the ID type and number.

**Passenger Baggage:** The following items must be declared prior to the departure date: drugs, weapons, hazardous cargo unusually heavy or large items. Client shall not tender to Operator any cargo that is hazardous or dangerous. No passenger may bring weapons aboard the aircraft without prior arrangements.

**Other Responsibilities:** Client shall be responsible for loss or damage to the aircraft or other property aboard the aircraft, including expense, claim, liability and/or suit associated therewith, caused by or attributable to Client, its employees and/or the cargo. Client shall also be responsible for any other matter allocated to it pursuant to this charter, including loss, damage, expense, claim, liability and/or suit associated therewith, to include all matters not specifically allocated to Operator. Client agrees to indemnify and hold harmless (including legal fees and costs) Operator of and from the foregoing responsibilities.

**Liability and Indemnity:** Operator 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.

**Diversions:** Operator may at the reasonable discretion of the aircraft Captain or Operator's Director or Operation or Chief Pilot divert, postpone or delay any charter flight. Operator assumes no obligations to operate over any particular route or routes, and the Operator is hereby authorized within reasonable limits to select the routes to be flown over or deviate from.

**Force Majeure:** Operator may cancel or delay charter flight(s) under this Agreement without being liable to pay any cancellation fee or compensation whatsoever in the event that the charter flight(s) cannot be performed or completed due to any cause beyond the control of the Operator. In case of such cancellations Operator shall be under no obligation or liability to the Client beyond refund of the agreed charter price for such cancelled flight(s), or in case of cancellation of part of a charter flight such part of the charter price relating to the cancelled part of the flight. Client shall indemnify the Operator, its employees and agents against all claims, expenses and costs, including legal costs, in respect of any liability to third parties for any damage whatsoever arising out of any act or omission on the part of the Client, passengers and shippers, resulting in liability of Operator, its employees or agents.

**Carrier Certificates:** In which case client shall hold harmless and shall indemnify Operator against any and all losses acceptance of load. The Client shall ensure that each passenger is in normal health, capable of undertaking the flight contemplated and that passengers are in possession of all documents enabling them to comply with all formalities and regulations both in respect of themselves and their baggage, and the Client is responsible for all duties, fees and charges in this connection.

The Client ensures that the passengers' baggage does not contain anything of a hazardous nature. If Operator is fined or has to meet expenses due to non-compliance on the part of the Client, passengers or shippers with all formalities or regulations under which the air transportation is performed, the Client shall indemnify Operator for all such fines, expenses and additional costs.

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**International Flights:** In the event of an international flight, the Operator's liability hereunder shall be subject to the Convention for the Unification of Certain Rules Relating to International Carriage By Air signed at Montreal in May of 1999 as amended by any protocol to which the United States is signatory; any provision hereof contrary to said convention shall be deemed superseded and amended by the applicable provision(s) of said convention, but all remaining terms and conditions shall continue to be applicable. Costs associated with international flights vary based on the time of day and other factors. Prior to dispatch, we verify all estimated costs and we will notify you if there are any unexpected fees in excess of \$1,000.

**Broker Policy:** Applicable only if booking is made by a person or entity other than the actual user of the air transportation to be provided under this Agreement; such actual user is referred to herein as Client and such other person or entity is referred to herein as Broker. Broker warrants to South American Jets that Client has appointed Broker as Client's duly-authorized agent to contract for on-demand air transportation to be utilized by Client, that Broker is authorized to enter into this Agreement on behalf of Client, that Client is legally bound by and accepts the terms and conditions of this Agreement and that Broker has delivered a copy of such terms and conditions to Client. Broker further warrants to South American Jets that Broker is responsible for the collection and remittance of federal excise tax, if applicable. Broker shall be responsible for all amounts payable pursuant to this Agreement and for any failure by its Client to comply with these terms and conditions.

**International Fees:** International flights incur charges for over flight, security, and airspace use. Some fees are based on the day and/or time of flight. The prices quoted are based on the scheduled flight time and in rare instances they can change. We will do our best to keep you informed of these fees; however, this does not relinquish your responsibility for all international fees.

**Integration and Headings:** This document constitutes the entire agreement between the parties. This agreement may not be modified or amended except by a writing signed by both parties. The headings used herein are for convenience only, are not substantive and may not be used to interpret the agreement between the parties.

**Fuel Charges.** Although we attempt to accurately estimate the cost of obtaining jet fuel at the most economical price available, the fuel market continues to fluctuate. While your contract provides for **fuel up to \$3.50** on the cover page of your contract the market may command a higher price on you particular date of flight and it may become necessary for us to implement a "fuel surcharge"; however, if this occurs we will notify you in advance.

**Flight Delays.** In its sole discretion, operator may subcontract the performance of its obligations under this Agreement in the event of departure delays.

**Death/Personal Injury on International Flights:** Operator shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

- (1) Operator shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
- (2) Operator shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if Operator proves that:
  - (a) Such damage was not due to the negligence or other wrongful act or omission of Operator or its servants or agents; or
  - (b) Such damage was solely due to the negligence or other wrongful act or omission of a third party.

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(3) Operator reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Operator shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof. (4) With respect to third parties, Operator AI reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity. (5) Operator agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

In cases of bodily injury or death, Operator shall make an advance payment where Operator determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

(1) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, Operator shall, without delay, make the advance payment to the passenger in an amount or amounts determined by Operator in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by Operator in its sole discretion.

(2) Operator shall make the advance payment as an advance against operator's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

(3) Operator, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

(4) Operator, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of Operator.

(5) Operator may recover an advance payment from any person where it is proven that operator is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

**Delay in Carriage of Passengers.** Operator shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

(1) Operator shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

(2) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of Operator are not servants or agents of operator, and operator is not liable to the extent the delay is caused by these kinds of facilities or personnel.

(3) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

(4) Operator reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of operator for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

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**D. Destruction/Loss/Damage/Delay of Baggage.** Operator is liable for damages sustained in the case I hereby agree and accept these terms and conditions.

(1) Except as provided below, the liability of operator is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:

(a) all baggage checked by a passenger shall be considered to be the property of that passenger,

(b) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger, and

(c) unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

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Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date