



Estimate: 40274

Date: 2/2/2018

# Western Airways, Inc.

Sugar Land Regional Airport  
200 Jim Davidson Drive - Sugar Land, Texas 77498 - (281) 565-9700

## CHARTER QUOTE

Estimate For: VICTOR

Contact:

Address:

Aircraft: CE-III

Tail #: N650FC

Estimate By: KPG

Date of trip: 2/3/2018 to 2/3/2018

Email: OPSUSA@FLYVICTOR.COM

LEG #	DATE	ETD	DEPARTURE CITY	ARRIVAL CITY	ETA	PAX	S MILES	ETE	TZC
1	2/3/2018	12:01pm	HOUSTON, TX (KSGR)	HOUSTON, TX (KSGR)	12:13pm	9	0	00:12	
							0	00:12	

	QTY	RATE	AMOUNT
SUBTOTAL			0.00
F.E.T.			0.00
<b>GRAND TOTAL</b>			<b>\$0.00</b>



COMMENTS:

Note: Additional Expenses May Apply: Airport Svcs/Landing/Parking/Hangar (Due to Inclement Weather) Fees, Special Requested Catering, Crew Expenses(Hotel, Meals & Trans.), Phone Charges, Etc., Fuel Surcharges are subject to change.

**DISCOVER THE DIFFERENCE! Thank you for Choosing Western Airways.**



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Charter Quote Terms and Conditions

These TERMS AND CONDITIONS together with the attached Quote and any subsequent Quote constitute the CHARTER AGREEMENT (collectively the "Agreement"), by and between the person or individual chartering the aircraft (the "Charterer") and Western Airways, Inc. ("Western"). Charterer accepts the Charter Agreement Terms and Conditions by booking the charter flight.

1. GENERAL. Prices quoted are estimates only and are subject to change. Flights listed on the quote are subject to availability and approval at time of execution of this Agreement by Charterer.
2. OPERATIONAL CONTROL. Western operates its flights under FAA Part 135 Air Carrier Certificate No. WA1890I. Substitute aircraft are operated by third-party air carriers under their respective FAA Part 135 Air Carrier Certificates ("Alternate Carrier"). Third-party air carriers exercise full operational control of their flights, and Western shall not be responsible for the failure by a third-party operator to perform any or all of its obligations in connection with the flight. Charterer shall indemnify and hold Western harmless for all loss incurred on third-party flights. Third-party air carriers shall indemnify and hold Western harmless for all loss incurred on such flights, including loss caused by passengers.
3. PRICES AND PAYMENT. Unless prior arrangements are made, Charterer shall pay the balance of the quoted prices directly to Western Airways via wire transfer, prior to the start of contracted services. Prices quoted are estimates only and are subject to change. The quoted price does not cover additional costs which may include but are not limited to catering, de-icing, hangar/ramp fees, ground transportation,

internet and phone connection charges, crew costs, FBO fees, fees related to international flights and flight planning, increased flight time for route deviations or additional stops due to weather or other factors present on the day of the flight. Charterer agrees to pay all additional costs. Charterer is responsible for all cleaning costs and damage caused by Charterer or Charterer's passengers. Western shall send Charterer a final invoice for each flight which shall be paid by Charterer within 30 days of date of such invoice. Western may charge interest at a rate of 1.5% per month on all past due payments.

4. CANCELLATION CHARGES. In the event Charterer cancels a flight segment, the following cancellation charges shall apply:

Domestic trip (Excludes Alaska & Hawaii):

72 - 48 hours' notice = fee equal to 10% of flight fees;

48 hours or less notice = fee equal to 50% of flight fees.

International trip (Includes Alaska & Hawaii):

72 - 48 hours' notice = fee equal to 25% of flight fees;

48 hours or less notice = fee equal to 50% of flight fees;

PLUS fees related to international flight planning and handling.

5. ITINERARY CHANGES. Western may change or cancel a flight itinerary at any time prior to departure without penalty for safety or for Force Majeure Events (defined below). An aircraft or an Alternate Carrier may be substituted. CHARTERER ITINERARY CHANGES MAY BE REQUESTED, BUT ARE SUBJECT TO AIRCRAFT AND CREW AVAILABILITY. REQUESTED CHANGES MUST BE SUBMITTED VIA EMAIL TO [charter@flywesternairways.com](mailto:charter@flywesternairways.com) OR FAX TO (281) 565-9777 DURING THE HOURS OF 8:00 AM TO 6:00 PM, OR BY PHONE (281) 565-9700 24 HOURS WITH SUFFICIENT NOTICE TO FACILITATE CHANGE REQUIREMENTS. IF CHANGES CAN BE ACCOMODATED, THEN CHARTERER SHALL ACCEPT A REVISED CONFIRMATION OR QUOTE (which may be provided to Charterer after the termination of the flight) AND BE RESPONSIBLE FOR ALL ADDITIONAL CHARGES ASSOCIATED WITH SUCH CHANGES.

6. PASSENGER DOCUMENTATION AND BAGGAGE REQUIREMENTS. At minimum, Charterer must, at least 24 hours prior to the first segment's departure time, provide Western with a complete passenger and baggage list containing the information required in paragraphs (a), (b), (c), and (d) for each segment of the flight.

a. INTERNATIONAL. All passengers shall provide passport numbers, country of origin, date of birth, passport issue and expiration date, and any required visas, at least 72 hours prior to departure, and at boarding.

b. DOMESTIC FLIGHTS. When applicable, each non-U.S. citizen passenger must have a valid U.S. issued entry/exit visa prior to entry into the U.S. All passengers 18 and older on domestic flights must show government issued photo ID prior to boarding.

c. MINOR CHILDREN. In the event a minor is traveling with only one parent or legal guardian, notarized documentation signed by the absent parent or legal guardian must be submitted to Western, releasing the company from any responsibility at least 24 hours

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**Contact:**

prior to departure.

d. **BAGGAGE.** Charterer shall provide Western with a complete list of baggage, including type, size and weight of each item to be carried.

e. **DENIAL OF BOARDING.** Failure to comply with the above conditions will result in denial of boarding or refusal to carry baggage. Charterer will indemnify and hold Western harmless from any loss, injury or claim relating to or resulting from the denied boarding or refusal to carry baggage under this section.

7. **RESTRICTIONS.** Smoking is prohibited on all flights. Passengers may only consume alcoholic beverages provided by Western in compliance with

14 C.F.R. §135.121. Intoxicated passengers shall be denied boarding of the aircraft in compliance with 14 C.F.R. §135.121.

Unless prior written approval is received from Western, the following items may not be carried onboard the aircraft: Animals of any type, baggage that does not fit within designated baggage compartments or areas, medical equipment, hazardous materials, weapons of any kind, and illegal goods. Western shall not be liable for any additional costs incurred by Charterer or Charterer's passengers for denial of carriage of any such item or passenger. Charterer and Charterer's passengers shall comply with all applicable DOT, FAA, and TSA regulations as well as all other laws and regulations applicable to the flight.

8. **AUTHORITY OF PILOT IN COMMAND.** The pilot in command shall have final authority over all flight operations. The pilot in command may cancel or delay a flight without notice in the interest of safety. The Pilot in Command has final authority over the boarding of the aircraft and may, at his or her sole discretion, deny carriage of any person or item the Pilot in Command determines could compromise the safety of the flight.

9. **INDEMNIFICATION AND FORCE MAJEURE.**

a. Charterer shall indemnify and hold harmless Western from and against all third party claims, allegations, demands, liabilities, fines, losses, damages, costs and expenses (including, without limitation, reasonable fees and expenses of attorneys and any amounts paid in settlement) arising out of or related to: (i) the breach by Charterer of any of its material obligations under this Charter Agreement, (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of Charterer, its passengers, its employees or other representatives; or (iii) the operation of any flight by an Alternate Carrier.

b. **WESTERN SHALL NOT BE LIABLE TO THE CHARTERER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. WESTERN DOES NOT GIVE ANY WARRANTY OR GUARANTEE OF ANY KIND REGARDING ANY ALTERNATE CARRIER.**

c. Acts of God, war, acts of a public enemy, acts of a government of any country, embargoes, terrorism or sabotage, fires, floods, weather, explosions, or other catastrophes, or other cause(s) beyond the reasonable control of Western ("Force Majeure Event") which prevents Western from performing, shall suspend Western obligation to perform during the period required to remove such Force Majeure event. If the period of such Force Majeure Event lasts longer than 4 hours, then either party may at any time thereafter, while such Force Majeure Event continues, cancel the applicable trip or flight segment, without penalty upon written notice of such termination to the other party.

10. **MISCELLANEOUS PROVISIONS.**

a. This Charter Agreement constitutes the entire agreement between the parties. All prior agreements, understandings, representations, warranties, and negotiations, if any, are merged into this Agreement.

b. All modifications and amendments to this Charter Agreement are subject to Western approval.

c. This Agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of law.

d. **CHARTERER AND WESTERN BOTH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.**

e. This Agreement may be executed in any number of counterparts.

11. **WIRING INSTRUCTIONS**

Wire to: Western Airways, Inc.

Bank: Amegy Bank of Texas

ABA (Routing#) 113011258

PO Box 27459

Account No: 5792633207

Houston, TX 77227-7459

Beneficiary: Western Airways, Inc.

(713) 235-8810

Sugar Land Regional Airport

Swift # SWBKUS44

100 Jim Davidson Drive

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Contact:

Sugar Land, TX 77498

IN WITNESS, the parties have executed this Agreement on \_\_\_\_\_, 20\_\_.

WESTERN AIRWAYS, INC.:

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

CHARTERER:

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

BILLING INFORMATION:

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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