



Charter Agreement

Sales

570-215-3382

sales@trueaviation.com

True Aviation Charter Services

970 W Broadway

Ste E - 314

Jackson, WY 83001

1 Terms and Conditions

Terms and Conditions

1. True Aviation Charter Services LLC, (hereinafter "True Aviation") shall provide to or arrange for Charterer the following services, as requested or appropriate: i. schedule and arrange flights services on selected aircraft operated on a FAR Part 135 air carrier certificate issued by the Federal Aviation Administration ("FAA") and/or on selected aircraft operated on a valid and effective air operator certificate issued by the appropriate national aviation authority outside the United States (hereinafter "Qualified Air Carrier"). Additional services may include as applicable; ii. passenger ground transportation; iii. catering; and iv. ground handling for domestic and international destinations and ancillary services.

2. Charterer as Agent - Charterer has been appointed by their customer as Agent (Broker) to obtain aircraft charter services and may request that air carrier provides charter transportation for and to Charterer from time to time.

3. Operational Control - During all phases of flights conducted hereunder, the Qualified Air Carrier shall have and retain complete and exclusive operational control {as defined in FAR 135.77 and FAR 1.1) over the aircraft and the flight crew, and shall exercise sole authority over initiating, conducting or terminating any flight. In addition, the pilot- in-command of any flight provided hereunder may, in his or her discretion, terminate or refuse to commence any flight, or take any other flight-related action which, in the pilot-in-command's judgment, is necessary to ensure the safety of the aircraft, passengers or flight crew.

4. Rates - This charter quote is aircraft model specific and is subject to aircraft and crew availability. The fuel surcharge is subject to change, according to market conditions at the time of the flight. Quote is valid up seven (7) days from the date issued. Additional flight time incurred due to weather delays, ATC holds, or other situations out of True Aviation's control, and fees such as catering, ground transportation, flight phone, data/internet use, de-icing fees, and hangar may incur additional costs and will be invoiced after flight completion at cost.

5. Scheduling and Itinerary Management - This quote is offered pending aircraft and crew availability at time of booking. To confirm this booking your signature and financial data are required. Upon booking, True Aviation will confirm availability and advise booking confirmation. 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 email and via telephone. See cancellation policy listed below.

6. Payment - Charterer shall be responsible for payment of services rendered in conjunction with this Agreement. Charterer has an option to pay via wire transfer for the quoted amount or via credit card for the quoted amount plus an administrative fee of five percent (5%) at time of booking. Charterer will be notified via e-mail of any additional costs to be invoiced after trip completion. Charterer has three (3) days from notification date to pay the balance due of the additional charges. If payment is not received by the end of business (6 pm Eastern) on the third (3rd) day, the charges will be placed on the credit card including the 5% administration fee. If for any reason, the credit card company does not issue payment, the Charterer agrees to be re-billed for the invoice amount and will be subjected to a 1.5% per month late fee and applicable administrative costs. Charterer further agrees to promptly pay any undisputed amounts while True Aviation and the Charterer apply their best efforts to resolve any differences of opinion related to the balance of the invoice. True Aviation reserves the right to request deposits or full pre-payment in advance for any flights.

7. Force Majeure - Neither party shall be deemed to be in breach of its obligations (except duty to pay on time) hereunder or have any liability for any delay or cancellation caused in whole or in part from any acts of God, nature, civil or military authority, terrorism or threat thereof, strike or labor dispute, damage to or loss of aircraft, mechanical failure, lack of essential parts or supplies, or any cause beyond the control of such party; provided, however, that if a flight is terminated prior to completion, due in whole or in part to any such cause, then True Aviation shall charge Charterer only the cost attributable to transportation heretofore arranged and performed by Qualified Air Carrier, and such transportation as may be necessary to return passengers to their original airports of departure. If Charterer's trip is terminated prior to completion, and True Aviation arranges for Charterer another aircraft to continue Charterer's itinerary, Charterer shall reimburse True Aviation for all additional costs incurred to provide the replacement aircraft.

1 Terms and Conditions

Terms and Conditions, continued

8. Damage to Aircraft - Charterer agrees to reimburse True Aviation for all costs and expenses incurred by True Aviation, the Qualified Air Carrier or the aircraft's owner in connection with any loss or damage to the charter aircraft which is caused by the negligence or misconduct of Charterer, its employees, agents or guests; normal wear and tear excepted.

9. Indemnification - Each party shall indemnify, defend and hold harmless the other party and its affiliates, and its and their respective directors, officers, employees, partners, contractors or agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys' fees and expenses), as a result of such Claims (collectively, "Losses"), to the extent such Claims arise out of or are or were caused by the indemnifying party's negligence or willful misconduct. An indemnifying party's obligations under this Section shall not apply to Claims or Losses to the extent such Claims or Losses result from, arise out of or are caused by the willful misconduct or negligence of the party being indemnified. This Section shall survive any termination or expiration of this Agreement for any reason.

10. Limitation of Liability - NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

11. Late Passenger and Security Policy - Unless previously agreed to in writing, for one-way trips, if Charterer or its passenger(s) fail to arrive within sixty (60) minutes of the scheduled departure time contained in the Itinerary, or the flight is delayed due to a security concern caused by Charterer or its passenger(s), a 100% cancellation penalty will apply.

12. Partial or Non Completion of Flight - In the case of aircraft unavailability due to a mechanical issue or aircraft aircraft owner use, True Aviation is not liable for any expenses incurred for replacement transportation or any other expenses due to unavailability of the chartered aircraft. Charterer is responsible to pay for any completed legs.

13. Miscellaneous - This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, including any billing / invoicing provisions of a Charter Vendor Program. This Agreement shall be governed by the laws of the State of Florida. This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time including, but not limited to those promulgated by the Federal Aviation Administration and the United States Department of Transportation. The parties consent to non-exclusive jurisdiction and venue in Florida. This Agreement binds the parties and their successors and assigns. Any amendments to, revisions of, or waivers of any provisions of this Agreement must be in writing and signed by the party against whom such amendments, revisions or waivers are sought to be enforced.

14. Assignment - Neither party may assign this Agreement, in whole nor in part, without the prior written permission of the other party, which shall not be unreasonably withheld.

I acknowledge and accept the Terms and Conditions:



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2 Booking Authorization

Booking Authorization

1. This quote is based on True Aviation's selection of FBO's. At the client's request, True Aviation is pleased to service alternate FBO's. Please note that an additional charge will be applied per FBO and will be added to the cost of the trip.
2. Additional flight time incurred due to weather delays, ATC holds, or other situations out of True Aviation's control, and fees such as catering, ground transportation, flight phone, data/internet use, de-icing fees, and hangar may incur additional costs and will be invoiced after flight completion.
3. This quote is offered pending aircraft and crew availability at time of booking and the fuel surcharge is subject to change, according to market conditions at the time of the flight.
4. Pets / Smoking / Firearms: Any transportation of pets or firearms must be communicated to True Aviation at the time of booking; not all aircraft permit transportation of pets or smoking. E-Cigarettes and Smokeless cigarette usage is prohibited and may only be packed in carry-on items such as briefcases or purses in the main cabin. They must NOT be packed in luggage stowed in the luggage compartment.
5. Prohibited items with lithium ion batteries such as hoverboards, Samsung Galaxy Note 7s, etc., are strictly prohibited onboard aircraft. They may not be packed in luggage or in boxes in baggage compartment. Prohibited items that are found will be shipped to final destination at Charterer's expense. Visit www.tsa.gov/travel/securityscreening for a full list of prohibited items.
6. It is the passenger's responsibility to have all documentation required for US and foreign travel. You will be responsible for any costs incurred due to incorrect or missing passenger documentation.
7. WiFi (Domestic and International) may be charged (on aircraft without an active unlimited plan) at actual usage at conclusion of trip. Cost can range from \$7.50/mb - \$10.95/mb.
8. The APU will be started approximately 30 minutes prior to the scheduled departure time or the provided updated estimated passenger arrival time. If passengers are more than 30 minutes late, additional APU time will be billed at a rate of \$650 per hour.
9. Full payment is due no later than one (1) day for domestic and five (5) days for international trips prior to the departure time of the initial flight segment listed on the quote itinerary. If due date is not a business day (bank holiday, Saturday, or Sunday) the due and payable amount must be received and credited to True Aviation's account on the last preceding business day. If payment is not made on time, True Aviation shall be entitled to charge the credit card on file or cancel the booking. True Aviation can charge the full amount of the Charter Agreement and any additional costs to the credit card. If the credit card is charged, Charterer agrees to an additional 5% administrative fee being charged to process the credit card payment. If for any reason, the credit card company does not issue payment, the Charterer agrees to be rebilled for the invoice amount and will be subjected to a 1.5% per month late fee and applicable administrative costs.

I acknowledge and accept the Booking Authorization:



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Cancellation Policy

Domestic Round-trip U.S Flights

Upon Booking	5% of quoted amount
5 Days Prior	10% of quoted amount
2 Days Prior	25% of quoted amount
1 Day Prior	50% of quoted amount
Within 24 hours	100% of quoted amount

International Round-trip Flights and Holiday Periods*

Upon Booking	10% of quoted amount
5 Days Prior	20% of quoted amount
2 Days Prior	50% of quoted amount
1 Day Prior	100% of quoted amount

One-Way Flights (Domestic or International) - Defined as any charter quote where the last destination is not the origination airport

Upon Booking	100% non-refundable upon booking
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*Holiday Periods:

President's Day	Friday through Monday of the Holiday Weekend
Memorial Day	Friday through Monday of the Holiday Weekend
Independence Day	July 1 st through July 7 th
Labor Day	Friday through Monday of the Holiday Weekend
Thanksgiving/Christmas/New Year's	Friday prior to Holiday through Monday after Holiday

I acknowledge and accept the Cancellation Policy:



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Federal Excise Tax

☒ Charterer agrees to collect, file and pay Federal Excise Taxes (FET)

☐ Charterer requests True Aviation to collect, file and pay Federal Excise Taxes (FET)

I acknowledge and accept the above Federal Excise Tax collection choice:



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Select a Payment Method

☐ Wire

☐ Credit Card (5% processing fee will be added to quote)

4 Payment Information

Wire/ACH Information

Wire:

Bank Name: Bank of Jackson Hole, 990 West Broadway, Jackson, WY 83001

Company Name/Address: True Aviation Charter Services LLC, 970 W Broadway, Ste E - 314, Jackson, WY 83001

Account: 1119460, Routing Number: 102304099

ACH:

Account: 1119460, Routing Number: 102304099

Credit Card Information (Credit Card Authorization is Required Regardless of Payment Method)

I hereby authorize True Aviation to charge the full amount of the Charter Agreement and additional costs to my credit card. If advanced payment is not received via the preferred method indicated above, I agree to an additional 5% administrative fee being charged to process the credit card payment. If for any reason, the credit card company does not issue payment, the Charterer agrees to be rebilled for the invoice amount and will be subjected to a 1.5% per month late fee and applicable administrative costs. A copy of a valid form of ID is required from the cardholder, along with a copy of the credit card (front and back (must be signed)). The ID must match the name and signature of the credit card holder.

The undersigned agrees to the Credit Card Authorization terms and authorizes use of credit card indicated above.

Signature

Organization Name

Charterer Organization Name

Charterer (Must match ID and Credit Card)

Signature	
Mobile #	
Name	
Email	
Date	

True Aviation

Signature	
Title	
Name	
Email	
Date	

Your signing of this Agreement indicates the following:

1. You have the corporate authority to enter into an agreement for your organization.
2. Your acceptance of this entire Agreement, including but not limited to the terms and conditions, booking authorization, cancellation policy and federal excise tax responsibilities.

This Charter Agreement is deemed accepted only upon signature by True Aviation Charter Services.

You must include with this Agreement:

1. The Quote you are approving.
2. Driver's License or Passport of the person signing this Agreement.
3. Front & Back of the Credit Card of the person signing this Agreement.