



DEFINITIONS: The two parties to this Agreement are the “Customer”; the person or entity requesting the air charter services and “Aero-Tech Services, Inc.” hereinafter “ATS”; the Air Carrier operating or arranging the service. As used in these Terms and Conditions “Quote” refers to an offered price for a specific itinerary provided by ATS to a Customer at their request, attached hereto and signed by Customer.

OPERATIONAL: Aircraft owned or leased by ATS are operated under Air Carrier Certificate O3TA635J. Contracted aircraft are operated under their respective Air Carrier Certificate.

THIRD PARTIES: If this Agreement is entered into by a person or entity other than that actually utilizing the air transportation, the "Third Party", then by doing so Customer is representing that they are acting as the authorized agent for and on behalf of the Third Party and that the Third Party has received and has agreed to be bound by these terms and conditions. Further, Customer warrants that it is responsible for all amounts due under this Agreement as well as for the collection and remittance directly to the I.R.S. of all Federal Excise Taxes and Segment Fees, and is in compliance with the “Role of Air Charter Brokers in Arranging Air Transportation” which is available at <https://www.transportation.gov/sites/dot.gov/files/docs/BrokerNoticeFinal.pdf>.

PRICING AND TERMS: All pricing is stated with a five percent (5%) cash payment discount and is valid for 24 hours from the date of quotation if not accepted in writing by Customer. Prices are inclusive of flight charges, estimated waiting time charges, landing fees and taxes. Prices do not include charges greater than our estimates for waiting time, landing fees and taxes and specifically do not include catering, ground transportation, unscheduled overnights, FBO call out fees and after-hours fees, deicing and hangar charges due to inclement weather, special services as requested by Customer, aircraft cleaning or damage and customs and international fees. Customer agrees that the credit card provided may be charged by ATS for additional charged to recover additional expenses incurred to complete Customer’s itinerary.

WEATHER AND AIR TRAFFIC DELAYS: In the event that weather or air traffic delays cause interruption of an itinerary the flight charges may be adjusted to reflect the greater of the itinerary as flown, the then-current hourly rate for actual hours flown or the daily minimum aircraft charge, as appropriate. Customer agrees that the credit card provided may be charged by ATS for additional flight expenses due to unforeseen weather conditions and/or air traffic delays.

ACCEPTANCE AND PAYMENT: To accept this quote and reserve the aircraft Customer will forward the signed Agreement to ATS either by fax or email along with the CREDIT CARD AUTHORIZATION /EFT PAYMENT. The quote cannot be finalized and the aircraft will not be reserved until Customer provides an itinerary that includes departure times, passenger counts and a description of luggage. Unless prior arrangements have been made in writing payment in full is due 24 hours prior to departure. If payment has not been received before 24 hours prior to departure Customer’s credit card will be charged and Customer will forfeit the 5% cash payment discount (See Paragraph 4). Late or non-payment will constitute cancellation by Customer and cancellation fees will apply.

ITINERARY CHANGES: Itinerary changes will be subject to aircraft and crew availability. Additional charges may apply to accommodate any requested change. In the case that a requested change cannot be accommodated by ATS or its designated affiliate Customer may continue with the original itinerary or cancel the flight, in which case cancellation charges will apply. Customer agrees that the credit card provided may be charged by ATS for all charges due as a result of itinerary changes.

SMOKING, AIRCRAFT DAMAGE AND CLEANING: Smoking is not permitted on any ATS flight. Any damage to the aircraft interior or equipment or soiling of the aircraft beyond normal wear and tear arising from the actions of the passengers, their baggage or pets shall be the responsibility of Customer. Customer agrees that the credit card provided may be charged by ATS for all repairs or cleaning required by this paragraph.

CANCELLATION AND NO-SHOW: Customer understands that reserving this aircraft prevents ATS from using the aircraft for any other revenue producing flights, and that in the event that Customer cancels the flight, ATS will suffer damages and potential lost revenue. In the event that Customer cancels the flight, Customer agrees to pay cancellation fees, not as a penalty but as liquidated damages. A flight cancelled within 48 hours of the first scheduled aircraft movement are subject to a cancellation charge of 50% of the quoted amount. A flight cancelled within 24 hours of the first scheduled aircraft movement are subject to a cancellation charge of 100% of the quoted amount. In the event that passengers do not arrive for a flight before 30 minutes past the scheduled departure time ATS may consider the flight to have been cancelled and the aircraft may be relocated. Customer agrees that the credit card provided may be charged by ATS for all cancellation charges.

PARTIAL COMPLETION OF FLIGHTS: ATS will not be deemed to be responsible under the Agreement or have any liability for any delay, cancellation, or damage arising, in whole or in part, from any act of God, act of nature, act of war or military authority, mechanical failure or issue, lack of essential supplies or parts, crew illness, airline delays, or airport or airspace restriction. In these cases Customer will be responsible for the portion of the itinerary completed. ATS will arrange for a replacement aircraft to complete Customer's scheduled itinerary only if requested by Customer and in such circumstances Customer agrees to pay for such replacement aircraft costs including any additional cost for positioning the replacement aircraft to or from Customer's departure or arrival location.

PROHIBITED ITEMS AND HAZARDOUS MATERIALS: The Transportation Security Administration has published a list of Prohibited Items for air travel at <http://www.tsa.gov/traveler-information/prohibited-items>. Additionally federal law prohibits the carriage of hazardous materials on board aircraft in your luggage or on your person. A violation can result in up to five years of imprisonment or fines up to \$250,000.00 or more. Firearms or weapons of any kind may not be carried aboard ATS aircraft without prior written approval. Fines or additional expenses incurred due to non-compliance on the part of Customer or passengers will be the responsibility of Customer.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between ATS and Customer and supersedes all prior agreements or understandings, oral or written.

INVALIDITY: If any provision of this agreement is deemed to be invalid or unenforceable for any reason the remainder of the agreement shall be enforced as if that provision were not included herein.

The undersigned Authorized Signer(s), representing that they have the necessary authority to enter into and sign this Agreement on behalf of Customer acknowledge and fully agree to the above Agreement.

Customer: _____

Signature: _____

Print: _____

Title: _____