## Flight Confirmation:

This agreement is between the "Client" (to who is listed above) and NXT Jet, Inc. DBA, Wing Aviation Group, LLC, Part 135 Certificate 3GJA878N (hereafter designated as "Wing"). Flights are not confirmed until signed paperwork is received and accepted by Wing. Changed, altered or incomplete paperwork will void the confirmation. Aircraft availability is subject to change and cannot be guaranteed until paperwork is signed and returned. Unless specifically stated above, all tail numbers are subject to change. While size or class is specific, trips are not specific to a particular aircraft model or registration number.

#### Pavment

Prepayment, in full, is required 72 hours prior to departure. Trips booked within 72 hours of departure must be paid upon booking. If a check or wire payment is not received 24 hours prior to departure, the credit card provided below will be processed with an additional 3.75% processing surcharge added to the total amount.

For trips booked outside of normal business hours and scheduled to depart before the next business day, a preauthorization will be placed on the credit card provided. If payment is not received by the close of business the following business day, the credit card will be processed with an additional 3.75% processing surcharge added to the total amount. Wing's failure to perform the contracted flight may result in the refund of the prepayment, or if multiple flights were contracted, a refund of the pro-rated share thereof, based on the flight segments or portion of the flight segments completed.

## Additional Expenses:

Standard catering includes snacks, bottled water, and coffee. Wi-Fi is complimentary. Additional expenses incurred during the trip (including but not limited to: catering, ground transportation, de-icing, weather related hangar expenses, flight phone, aircraft cleaning and/or damage, delays and/or reroutes caused by weather or air traffic control, including in-route holding or diversions caused by weather or airport closures, FBO changes, after-hours charges and special event fees) will be billed to Client after the trip and are due upon receipt. In the event that internet is unavailable for any reason, customer shall not be entitled to refund or credit of any portion of the charter price. If payment for any outstanding balance for an additional expense is not received within 5 business days, Wing shall process the credit card provided below without further notice or request. An additional 3.75% processing fee will be added to all credit cards.

In the event that the account becomes delinquent, the authorized signer and the cardholder, in addition to the named entity (Client), shall be jointly and individually responsible for the full amount including all costs and fees associated with the collection process, including reasonable attorney fees, travel expenses, and all associated court costs.

# Schedule Changes:

Wing will make every effort to accommodate Client's requested itinerary change. However, departure time, date, or itinerary changes must be approved by Flight Operations/Client Assurance and are subject to aircraft availability and may incur additional costs. Changes to the confirmed itinerary that cannot be accommodated will be considered a cancellation of confirmed itinerary and cancellation fees will apply. Aircraft are not guaranteed to remain continuously available for Client use or access while at the destination airport or during layover periods. Only requested, occupied flight legs are available to Client.

## Passenger and Cargo Documentation:

All adult passengers must present valid, unexpired, government issued photo identification to board the aircraft. Passengers are requested to provide all required identification and documentation for international travel at least 72 hours prior to the scheduled departure time including full legal names, genders, dates of birth, passport details, visas, medical verifications, and other related and/or required documents. All information must be presented in a complete, legible and accurate format. Cancellations, fines, penalties or related expenses associated with any incomplete, improper or inaccurate information, or delay, denial of travel or entry by a governmental authority will be the responsibility of Client. Client is responsible for obtaining all information regarding the requirements for entry into, and exit from, the respective origination and destination states and countries and any requirements for the transportation of minors. Client is responsible for knowing the restrictions for carrying dangerous or prohibited goods by air, which can be found at https://www.tsa.gov/travel/security-screening/prohibited-items. This list must be provided to all passengers. Possessions, baggage and cargo presented for carriage aboard the aircraft are subject to search by Wing, Wing aircraft vendors and applicable authorities. Client is responsible for any delays, fines, penalties, confiscations or impoundment, including aircraft down time which is caused directly or indirectly by Client, or their guests, and for any documented or undocumented contents, cargo or possessions carried by Client or their guests.

Passenger supplied therapeutic or medical oxygen is not allowed, unless approved by Wing in writing prior to signing this agreement. Any passenger assistance requests or special needs must be provided in writing prior to signing this agreement.

# Smoking, Pets or Damage to Aircraft:

Smoking is prohibited unless expressly approved in advance by Wing. Client is responsible for any and all soiling and/or damage caused by any guest or pet, including cleaning, repair or replacement of any part of the aircraft, and any associated down time or lost revenue caused by the soiling, damage, cleaning or repair. Pets may be required to remain within a kennel, or on a leash, while onboard the aircraft. A refurbishment charge will apply for any pet or smoking allowed flight(s) for aircraft cleaning and/or odor removal.

## Agreement Applicability and Venue:

Wing reserves the right to determine the sole and exclusive venue for any and all claims arising from this agreement. This agreement

constitutes the entire agreement between the parties and supersedes all other oral or written understandings between the parties as relates to this matter.

## Liability:

Wing shall not have, nor assume, any responsibility or liability to Client for activities performed by another company or person engaged in the conveyance or handling of the Client or their guests. Wing shall not be liable, whether under contract, negligence, strict liability or other legal or equitable theory, for any consequential, indirect, incidental, special, punitive, exemplary or reliance damages, under any circumstances, for the services rendered or delivered hereunder.

## Cancellation Terms:

- 1. One-Ways: One-way flights are subject to a 100% cancellation fee upon booking.
- 2. Domestic Round Trips (non-peak days): Flights may be cancelled more than (7) days of first scheduled departure date.
- 3. Domestic Round Trips (peak days): "Peak Days" defined as (5) days prior to and (5) days following any US recognized holiday, will be subject to a cancellation fee of 50% of the quoted amount.
- 4. International Trips: International flights are subject to 10% cancellation fee upon booking. Flights cancelled (7) days or more prior to first departure are subject to a cancellation fee of 50% of the quoted amount. Flights cancelled (7) days or less (within a week) prior to first departure are subject to a cancellation fee of 100% of the quoted amount.