

THIS CHARTER AGREEMENT, ("Agreement") made this _____ day of _____ in the year 20____ by and between Eastway Aviation, LLC. ("Eastway") and _____ ("Client") details the rights and responsibilities of both parties pertaining to the charter and subcontracting charter of aircraft for the purpose of transporting goods and/or persons. This Agreement shall remain in full force and effect until cancelled in writing by either party, and does not constitute a commitment on the part of either party for any particular charter flight unless and until a specific aircraft charter confirmation is provided to the Client by Eastway.

1. Unless an amendment to this Agreement or subsequent written agreement is executed hereafter, all flights booked by Eastway on behalf of the Client shall be governed by the terms of this Agreement. The parties agree that Eastway shall be permitted to subcontract aircraft charter services as necessary according to the terms hereunder.

2. CHARTER QUOTES. Eastway shall provide a verbal price quote for a specific trip at the Client's request. All quotes are based on availability of aircraft, crew, and weather and are not intended to be an offer price for that trip. These quotes neither commit Eastway to provide a specific aircraft nor price, unless the Client makes an offer for such trip, which is accepted and confirmed by Eastway and secured by either a credit card or funds retained on behalf of Client. Upon Eastway's acceptance of the trip, a written confirmation of the details of the charter flight will be sent to the Client by either facsimile, email, or other method. This written trip confirmation shall include the times, dates, itinerary, aircraft type and quoted price of the charter flight. Any deviations from the confirmed itinerary, times, dates, or aircraft type may cause a change in the confirmed price. Eastway charter quotes are based on estimated costs for the most probable routing to the destination but may not account for weather, alternate routing, or other factors not foreseen at the time of the quote. Therefore, from time to time the final billing price may appear different from the price originally quoted.

3. CHARTER RATES AND FEES. Eastway shall provide and the Client agrees to pay for all charter services according to the rates in effect at the time of the confirmation, as provided on the charter confirmation for the proposed trip. Due to the fluctuating costs associated with air transportation, it is difficult to determine the standard rates for charter, which are subject to change without notice to the Client. Any confirmed rate, whether verbal or written, shall supplant any standard rate. The Client agrees to pay for any expenses that are necessary for the safe and expeditious operation of the flight. These include, but are not limited to, applicable taxes, airport usage fees, overflight permits, de-icing, hangar, international handling fees, catering, crew trip expenses, or other similar charges.

4. TAXES AND OTHER FEES. Client is responsible for Federal Excise Tax (FET), which is currently 7.5% plus \$3.10 per passenger per segment on domestic passenger flights and 6.25% on domestic cargo flights, will be collected at the rate in effect at the time of the applicable trip. International flights are subject to a passenger ticket tax, which is currently \$13.40 per passenger. Amounts for FET will be enumerated on the invoice for each trip. In cases where Eastway's services are being resold to an end user, the Client agrees to provide evidence of the Client's authorization to collect FET and further agrees to pay all applicable FET. The Client agrees to hold Eastway harmless and indemnify against any actions that arise due to the failure by the Client to collect and pay the appropriate FET.

5. PASSENGER IDENTIFICATION/DOCUMENTATION. The United States Transportation Security Administration (TSA) requires that any and all passengers over the age of 18 must present a picture ID prior to boarding the Aircraft. International Flights – The Client is responsible for ensuring that all passengers have the required documentation necessary for international travel

including but not limited to Passports, Visas, or Government ID. These documents must be presented to the flight crew prior to boarding the flight and no passenger shall be permitted to board without those required documents.

4. CLIENT'S AGENT. The Client may designate an agent to act on his / her behalf to confirm or cancel charter trips and to obtain quotes for such trips. If an agent is to be used, the Client must designate this agent's name below. This agency shall continue unless terminated in writing by the Client. The Client hereby authorizes the following person(s) to act on his / her behalf to confirm or cancel charter flights:

Printed Name – Agent #1
() / /
Tel # Date

Printed Name – Agent #2
() / /
Tel # Date

Printed Name – Agent #3
() / /
Tel # Date

Eastway may require the Client's agent to sign and return the written trip confirmation prior to the performance of the charter flight.

6. CANCELLATION OF CONFIRMED FLIGHTS. Upon the acceptance and confirmation of the written quote for a specific charter by Eastway, the charter shall be designated confirmed and Eastway shall refrain from booking that aircraft or crew for another charter that may conflict with that confirmed charter. A confirmed charter flight may be cancelled verbally by an authorized person up to 48 hours prior to the proposed time of departure without charge. For cancellations that occur within 48 hours of proposed departure time, the Client agrees to pay:

- an amount equal to thirty (30%) percent of the total price quote, or
- the prorated cost for the portion of the charter completed at the time of cancellation, or
- a two hour minimum flight charge, whichever is greatest.

7. ACCOUNTING AND BILLING. Clients may be approved for a line of credit from Eastway by filling out an application and placing a major US Credit Card on file with our accounting department. (a). Unless prior credit arrangements exist, the confirmed price for a specific flight shall be paid in advance of the departure date in US funds. Failure to pay the confirmed price prior to the departure date is a breach of this agreement and as such may result in the cancellation of the charter flight and incursion of penalties in accordance with the terms of this agreement. Any checks or bank drafts that are returned unpaid will incur a \$35.00 fee in addition to the amount of the returned check.

(b). *Credit Arrangements.* Eastway will invoice credit-approved Clients upon completion of the charter flight. Payment shall be due

upon receipt of this invoice. Such payment shall be made without notice, demand, counterclaim, set-off or deduction whatsoever.

(c.) *Personal Guarantee.* If the Client named herein is other than an individual (ie. corporation, limited liability company, partnership or similar entity) and credit terms are approved by Eastway, then the Client and the signatory to this Agreement acknowledge and agree that in consideration of the granting of credit, both the entity named herein and the individual signatory shall personally guarantee all extensions of credit herein. If credit terms are approved, all charges shall be paid subject to the credit limit assigned and any other credit terms and conditions imposed by Eastway. Non-compliance with terms of payment shall operate as a breach of this Agreement and shall entitle Eastway to pursue its remedies for such breach including without limitation reimbursement for cost of collection and attorney's fees.

(d.) *Interest Penalty for Late Payment.* Client shall pay interest at the rate of one and one half percent per month on all invoice amounts outstanding for more than thirty days after the invoice date. If the Client account should be referred to collection, or if Client otherwise breaches the terms, conditions, or provisions of this Agreement, the Client shall be responsible for Eastway's reasonable costs to pursue its remedies, including attorney's fees, expenses, and interest charges hereunder.

8. DISCLAIMER FOR DELAY OR CANCELLATION. Although Eastway will do whatever it can to assist you in keeping delays and cancellation to a minimum, Eastway shall not be liable for any delay or failure to perform in connection with any charter or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts that are beyond the control of Eastway (Acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands, and orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical discrepancy, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of Eastway). Eastway is hereby released from any claim or demand for any direct consequential damages arising out of failure to perform as a result of any event that is beyond its control whether or not mentioned herein.

Upon charter confirmation by the Client, Eastway shall schedule that aircraft and crew as indicated in the confirmation; however, *Eastway reserves the right to substitute an aircraft of equal or greater value for the confirmed flight.* If an equivalent replacement aircraft cannot be found, Eastway makes no guarantee of the original price quote, and may offer the Client a suitable aircraft at its appropriate rate.

9. LIMITATION OF LIABILITY. (a). Eastway's liability for loss or damage to any personal property of the Client or his/her guests, shall be limited to \$150 per passenger. If requested by the Client, and upon reasonable notice, Eastway may provide higher liability coverage for the property of Client in consideration of an additional charge to be imposed hereunder. (b). Client agrees to waive all liability of Eastway for any and all consequential damages, incidental damages, and punitive damages for breach of contract, negligence or strict liability resulting from any action or inaction of Eastway or its agents and representatives. Client shall be responsible for any damage to the aircraft caused directly or indirectly by an employee, guest, or agent of the Client.

10. CHOICE OF LAW. This Agreement is subject to the provisions of the Federal Aviation Act of 1958 and for international flights, the Warsaw Convention, as amended, and the terms, conditions, limitations, rules and regulations set forth in applicable governing regulations or other approvals as may be required. This Agreement is to be construed in accordance with the laws of the State of New York and such laws shall govern all contract interpretation issues. Any litigation brought by either party relating to this Agreement shall be brought in any court of competent jurisdiction, located in Suffolk County in the State of New York to which the Client concedes jurisdiction.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. ASSIGNMENT. This Agreement may not be assigned by the Client without the prior written consent of Eastway.

<i>Clients Name</i>		

<i>Address</i>		

<i>City,</i>	<i>State</i>	<i>ZIP</i>

<i>Signature</i>		

JOSEPH RANDAZZO,
VICE-PRESIDENT,
EASTWAY AVIATION, LLC
101 HERING DRIVE
RONKONKOMA, NEW YORK 11779

Signature

EASTWAY AVIATION AIRCRAFT MANAGEMENT AND CHARTER REPRESENTATIVES ARE AVAILABLE 24 HOURS PER DAY 7 DAYS PER WEEK. PLEASE CALL (800) 927-0209 FOR ASSISTANCE. AFTER NORMAL BUSINESS HOURS DIAL #1 AND AN ACCOUNT REPRESENTATIVE SHALL RETURN YOUR CALL PROMPTLY.