

FISHER GORDON COMPANY LLC dba FISHER JETS

410 PARK AVE., #1500, New York, NY 10022

888-784-1221-ph 646-619-4458-Fax

dfisher@fishjets.com / d@fishergordon.com

STANDARD TERMS & CONDITIONS CHARTER BROKER AGREEMENT

1) GENERAL REGULATIONS

Below general regulations apply, unless otherwise agreed in writing, for all flights which are booked at or carried out by FISHER GORDON COMPANY LLC dba Fisher Jets (hereinafter called THE COMPANY).

2) ENGAGEMENT: Client (referred to herein as "Client" or "you") hereby engages THE COMPANY (410 Park Avenue, #1500, New York, NY 10022), a New York Limited Liability Company to act as its broker to arrange for the charter services described on the Charter Quotation, to which these Standard Terms & Conditions are annexed, on behalf of Client from third party certified air carriers ("Operators") operating under Part 135 of the Federal Aviation Administration ("FAA") Regulations (Section 14, Code of Federal Regulations)

a) The term Client refers to an individual, corporation, company, association, firm, partnership, society, joint-stock company, governmental authority. It includes a trustee, receiver, assignee, successor, or similar representative of any of them that enter into a charter broker agreement.

b) Charter Broker Agreement (CBA) is a formal document stating the contractual obligations between THE COMPANY and CLIENT for a service to which a monetary amount shall be paid.

3) RESERVATION & CANCELLATIONS:

- a) All requests for services are subject to acceptance by THE COMPANY. THE COMPANY hereby expressly reserves the right to accept or reject any reservation request for any reason, or for no reason whatsoever. Your Charter Quotation will be delivered by fax or email by THE COMPANY providing the estimated price, itinerary, aircraft type and other request specified by You. If acceptable, shall sign and deliver by email or fax a copy of the Charter Quotation signifying confirmation of its contents and consent to these Standard Terms & Conditions.
- b) Company reserves the right to substitute equipment (aircraft) or similar or larger capacity s contracted at no additional cost. The Client shall be informed of any such change prior to flight with as much notice as possible. The quote is based upon aircraft and crew availability and is not confirmed until signed and payment is secured. Additional technical stops may be required for fuel, customs or operational reasons.
- c) Upon acceptance of terms and conditions herein this document becomes legal and binding contract between the two parties.
- d) Client understands and acknowledges that Client cancels a confirmation of a flight later than 48 hours prior to the commencement of the scheduled
- e) One-way reservations, including multi-leg one-ways once confirmed may be cancelled and are 100% non-refundable.
- f) Client understands and acknowledges that the cancellation of any Reservation or portion thereof within 3 calendar days of the scheduled departure time of a domestic flight, and within 5 days of the scheduled departure time of an international flight, THE CLIENT shall incur a cancellation charge by THE COMPANY of 100% of the quoted price for the trip. Client acknowledges that any change in the date, time, itinerary, number of passengers and type of aircraft may be deemed a cancellation and be subject to the cancellation charge.

Client acknowledges that a "no show" will be considered a cancellation and the Client will be subject to the cancellation charge.

Other types of cancellation charges may include, but are not limited to: costs incurred as a result of partial completion of itinerary, including but not limited aircraft not returning to its base, plus the greater of: (i) costs incurred for specifically positioning and repositioning an aircraft and flight crew in preparation for the cancelled trip, (ii) any fees incurred by The Company as a result of the cancellation. Any cancellation of any confirmed Charter itinerary or portion thereof may be subject to the terms and conditions of the specific air carrier selected, The Company assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier, operator. ALL ONE WAY

CHARTER RESERVATIONS ARE NON-CANCELABLE AND NON-REFUNDABLE AND ARE SUBJECT TO A 100% CANCELLATION FEE AT TIME OF BOOKING.

- g) The completion of the flight is conditional upon all necessary permits including take-off clearance, over flying clearance, landing clearance can be obtained.
- h) The Company under direction of Operators, reserves the right to postpone, cancel or reroute the flight, if the flight cannot be completed as expected due to war, riots and civil commotion and the like, sabotage, strike, blockade, lockout, local industrial conflicts, quarantine, hijacking, acts of terror, requisition, confiscation, retention or other force majeure of any kind, technical reasons, weather conditions, or other conditions which are outside the control of The Company or Operator, or when the security of the passengers or the crew is deemed in danger.

PRICE: The price in the Charter Quotation is an estimated cost estimate based upon request provided by Client for each specific Charter itinerary and is subject to the following:

- a) Domestic and international flights may be subject to federal excise tax, federal departure tax and segment fees respectively. Client shall pay the actual amount of the applicable taxes differ from Quotation or same or greater than
- b) Price does not included catering, ground transportation, unscheduled overnights, additional flight time due to diversion for weather, de-ice, or FBO charges.
- c) Client agrees to pay all costs, fees and expenses as set forth on the cost estimate and/or Charter Confirmation as well as all additional costs and expenses associated with the Charter services. By providing your credit card information Client
- d) Pre-payment by wire or pre-authorization of credit card is required in order to confirm the Charter Quotation.
- e) Full payment for price stipulated in the Quotation is due 48 hours prior to departure any incidental charges is due no later than 7 calendar days post flight or the credit card will be charged inclusive of the 4% administration fee.
- f) Flights schedules must be determined at time of confirmation. Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustments. Acceptance of changes to the itinerary is at the sole discretion of Operators.

ACKNOWLEDGEMENT OF OPERATIONS: Client acknowledges that Company is acting solely as a broker and is not an air carrier. Client acknowledges that Company does not operate the flight or provide the other services that Client Authorizes Company to book on Client's behalf. Client further acknowledges that the Operator(s) have sole responsibility, liability and control of all aspects of the aircraft charter services provided to Client.

DAMAGES:

- a) You assume all liability and responsibility for your safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with your confirmation.
- b) You, your guests or passengers or any employees, if applicable, shall not engage in any act or possess any substances or allow cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used during your charter contracted for you by Company.
- c) Company makes no representations or warranties of any kind, either express or implied, as to any manner limited to, implied warranties of any kind, either express or implied, as to any matter limited to, implied warranties of fitness for a particular purpose, mechanical ability or otherwise.
- d) You shall indemnify and hold harmless Company, together with, but not limited to, its affiliates, subsidiaries, parent corporations, successors or assigns, and any present or former officers, shareholders, employees, agents, legal representatives or attorneys (the "indemnified parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses or anything of a similar nature made or brought against any of the indemnified parties as a result of the services performed hereunder on your behalf.

EXCLUSIONS OR OMISSIONS: Company will be indemnified and held harmless by Client for any misrepresentations presented by the carriers on web site or otherwise.

CHOICE OF LAW: This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of New York, both procedural and substantive, without regard to the principles of conflicts of laws.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the Parties and no amendment, modification or waiver of any provision herein shall be effective unless in writing and executed by Company and Client. Any and all prior agreements, understandings and representations are hereby terminated and

cancelled in their entirety and are of no further force and effect. Any terms and conditions contained within the Charter Quotation are incorporated by reference herein.

ATTORNEY'S FEES: The Client understands and agrees that any breach of this Agreement, or any action, cause, claim, damage, demand or liability arising from his or her breach of Agreement could make him or her liable in a complaint, cross-complaint or counterclaim for all resulting damages including attorneys fees and legal expenses.

WAIVER: Waiver by one party hereto of breach of any provision of this agreement by the other shall not operate or be construed as a continuing waiver.

ARBITRATION: American Arbitration Association – Any dispute arising out of, in connection with, or in relation to this agreement as to the making or validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in New York City by a sole arbitrator having substantial experience in matters of this nature pursuant to the commercial arbitration rules and regulations then obtaining of the American Arbitration Association of any award rendered therein shall be final and conclusive upon the parties and a judgement thereon may be entered in the highest court of the forum, state or federal having jurisdiction. The service of any notice, process motion or other document in connection with an arbitration award under this agreement for the enforcement of any arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

By signing this agreement, the Client hereby agrees to all terms and conditions contained within the Charter Broker Agreement for purposes of each and every flight chartered and/or arranged for Client by Company is notified by Company of a change in terms.

I hereby agree and accept these terms and conditions:

CLIENT:

FISHER GORDON COMPANY LLC (COMPANY):

Authorized Signature

Signature

Print Name

Date:

Title

Date