



## RAIDER AVIATION, LLC

### AIRCRAFT CHARTER AGREEMENT

- A. This document is the General Terms of Aircraft Charter of **Raider Aviation, LLC**. Raider Aviation, LLC is a certified Part 135 Air Carrier, with its base of operations located at the Slaton Municipal Airport (F49).
- B. Client desires to obtain aircraft charter services from Raider Aviation, LLC (Operator), which aircraft charter services shall, during the term of this Agreement, be based at Slaton Municipal Airport.

#### WHEREAS:

- A. This agreement (the “**General Terms and Conditions**”) sets out the general terms and conditions for the supply of air charter services and related services by Operator to the Client.
- B. The provisions of these General Terms and Conditions will be incorporated into each Charter Contract (as defined herein) in their entirety, unless otherwise stated.
- C. In the event of any conflict between the terms of any Charter Contract and the General Terms and Conditions, the Charter Contract shall prevail.

#### I. DEFINITIONS

**Agreement-** shall mean the Charter Confirmation and these General Terms and Conditions of Aircraft Charter.

**Aircraft-** means the aircraft (or its suitable substitute) operated in connection with a Flight.

**Carrier-** means any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter.

**Charter-** means the charter of the Aircraft by the Charterer, as arranged by Raider Aviation and pursuant to the terms herein.

**Charter Contract-** means the charter details substantially in the form of the Schedule hereto.

**Charter Quote** means the price of the Charter as set out in the Charter Contract.

**Departure Time-** means the departure time of the Flight(s) as set out in the Charter Contract.

**Flight-** means the flight described in each Charter Contract.

**Force Majeure-** means any event beyond a party’s control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire,

lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions.

**Raider Aviation, LLC**- means the operator of the flight, as specified by the agreement. Raider Aviation, LLC will also be referred to as Raider Aviation.

**II. COVENANTS AND OBLIGATIONS:** Accordingly, in consideration of the premises and the covenants and obligations hereinafter set forth and intending to be legally bound, Operator and Customer hereby agree as follows:

- 1. Aircraft Charter Services:** Subject to the terms and conditions contained herein and in accordance with all applicable Federal Aviation Regulations, Operator agrees to provide Single-Pilot Part 135 aircraft charter services for Client in an aircraft owned, leased or brokered by Operator, hereinafter referred to as the "Charter Services". **Upon either signing the quote page or making payment in full for charter services, customer agrees to, and is bound by all terms within this contract, regardless of whether or not a credit card was provided.**
- 2. Charter Price - Defined -** Except as otherwise specified in this Agreement, the charter price set forth herein includes all expenses of operating the aircraft over the designated routing, as well as incidental expenses such as fuel, on-board supplies and catering, passenger and aircraft ground handling, aircraft maintenance, airport charges, crew expenses (including salaries, per diem, hotel and ground transfers), Operator's liability and hull insurance coverage, and taxes and fees.
- 3. Payment:** The payment for each charter flight shall be due upon confirmation of each charter; payment must be received in order to confirm each flight as Raider Aviation cannot guarantee the availability of the agreed upon aircraft until payment has been received in full. A required Federal Excise Tax of 7.5% will be added to the Charter Quote. At the discretion of Raider Aviation, credit cards may be accepted for payment of charges and such payments will be subject to a 2.8% additional fee. The round-trip travel price will include up to four hours turnaround time. Beyond 4 hours, the customer will be charged an hourly fee of \$170 per hour not to exceed a total of \$500 per day. All additional fees incurred will be due upon termination of the flight.
- 4. Early Termination (Flight Cancellation Policy): Unless otherwise specified, the following cancellation terms apply: 15% NON-REFUNDABLE CANCELLATION PENALTY APPLIES TO ENTIRE QUOTE, LESS APPLICABLE TAXES, UPON BOOKING OF TRIP. Additionally, the following cancellation fees will apply:**
  - a. Within one week of scheduled departure date, 25%. 72 hours prior to departure time of flight., 50% of Charter Quote
  - b. Within 24 hours prior to departure time of flight, 100% of Charter Quote.
- 5. Late Passenger Arrival:** Should passengers arrive at the initial departure location past their scheduled departure time, Operator has the option of canceling the flight without refund. If Operator's schedule allows ability to stand by, the customer will be charged a

\$50 per half-hour stand by fee. Standby fees billed in half hour increments, starting 30 minutes after the original scheduled departure time. Operator will make every effort to accommodate the passengers and will make passengers aware if the schedule is going to be tight.

- 6. Holidays and Special Events:** For Holiday and special event bookings, Charter is subject to 50% cancellation fee of quoted charter amount, if canceled within 15 days of the scheduled departure date, and 100% of quoted charter price, if canceled within 7 days of the scheduled departure date. In the event the charter is canceled due to customers failure to appear, 100% of the charter quoted amount is due.
- 7. Flight Delays:** Operator shall use its best efforts to adhere to the schedule of arrival and departure times, as specified by Client. In the event the operator is unable to complete the trip due to mechanical issues, pilot illness or any other events beyond the control of the Operator, Client will be responsible for the portion of the flight completed, and any additional costs associated with securing another aircraft or mode of transportation to complete the trip. All quotes are calculated on estimated flight times based on the route segments to be flown, plus incidental charges and estimated facility fees. In the event that delays, diversions (due to weather or any other circumstances) are experienced and result in an increase in the flight time or incidental expenses, Client is responsible for any and all additional fees.
- 8. Miscellaneous Provisions:** Neither this Agreement, nor any of the terms or Exhibits hereof may be terminated (except as provided herein), amended, waived or modified except by way of in writing signed by Operator and Client. This Agreement, including any and all Exhibits, constitutes the entire Agreement between Operator and Client in respect of the matters covered hereby and supersedes any and all prior and contemporaneous agreements, understandings and communications, either oral or written, between Operator and Client in respect to the subject matter thereof.
- 9. Cleaning/Restoration Charges:** Client will be responsible for any and all cost of cleaning, restoring and/or repairing damages beyond normal wear and tear to the interior of the aircraft. Smoking on the aircraft is prohibited. Small pets are allowed with pre-approval and \$300 cleaning fee. Approved pets must be travel in a pet carrier at all times.
- 10. In the event of any breach** of this contract Raider Aviation reserves the right to immediately terminate this Agreement.
- 11. No statements, promises, or inducements** made by either party, which is not contained in this contract shall be valid or binding.
- 12. This agreement** shall be valid and binding upon payment of charter quote.
- 13. The invalidity of any portion** of this Agreement shall not affect the validity of the remaining portions thereof.

- 14. Headings and paragraphs** of this Agreement are for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of this Agreement.
- 15. Governing Law** This Agreement is a contract executed under and to be construed under the laws of the State of Texas. Both parties' consent to submit any disputes related to this Agreement to binding arbitration.
- 16. Responsibilities and Force Majeure:** Operator shall not be liable for any loss, expense, direct or indirect, damage, special or consequential damages, injury or other irregularity caused by the defect of any aircraft, vehicle, or conveyance or the negligence of any third party company or third party person engaged in conveying the passengers or carrying out the arrangements for your trip. The above mention includes any delay, flight schedule change, cancellation, sickness, weather, strikes, war, quarantine, acts of God, or any similar cause. Operator's liability in any case is limited to the amount paid to us and any claims shall be adjudicated and governed by the laws of the state in which we have our principal business location. In any event, if the chartered flight does not reach its intended destination, due to any circumstances, the operator, and/or its client may, at its option, provide substitute transportation. In such cases, the customer would be solely responsible for any and all additional expenses associated with substitute transportation.
- 17. Passenger Manifest:** The Operator reserves the right to limit passengers onboard to those listed on the manifest at the time of the confirmation of the flight.
- 18. Identification:** Client is responsible for informing all passengers that prior to boarding the aircraft they must show at least one form of valid state/government issued photo identification to Operator for domestic flights.
- 19. Passenger Conduct:** Subject always to the Operator's conditions of carriage, in the event that a passenger's conduct, behavior or health is deemed by the captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardize the safety of the passengers and/or the Aircraft, then the captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such action is deemed necessary, Client shall compensate Operator against any loss incurred by Operator as a result of such diversion and removal.
- 20. Passengers with Disabilities:** Individuals with disabilities, as defined in section 382.3 of DOT's rules, 14 CFR 382.3, shall be transported as provided in the regulations and related guidance materials of the DOT, the FAA, other cognizant government authorities, and Operator's procedures developed in accordance therewith. Client agrees to provide Operator with at least 24 hours' advance notice that a passenger with a disability will travel on any flight to be operated under this Agreement, and to include information on special accommodations, if any, the passenger will need, provided Client has been

made aware of the disability and special needs by such passenger or someone acting on his or her behalf. In the event Client first becomes aware of the disability and/or special needs less than 24 hours prior to the scheduled time of departure, Client will undertake to notify Operator as soon as possible.

**21. Regulations:** This Agreement is subject to all governmental laws, rules, and regulations governing the flights contemplated hereunder, including, without limitation any rules and regulations of the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), Department of Transportation (DOT), and Internal Revenue Service (IRS) which now or hereafter may be imposed or required.

**22. Prohibited Items:** Raider Aviation does not allow the transport of hazardous materials. Although it is not a comprehensive list, the following are some more common items that are considered HAZMAT and will not be permitted on board the aircraft:

- a. Flammable aerosols that are not toiletry or medicinal
- b. Lighter fluid
- c. Loose ammunition, loaded firearms
- d. Self-defense spray larger than 4 ounces
- e. Medical oxygen tanks
- f. Dry ice in air-tight packages that won't allow venting of carbon dioxide
- g. SCUBA equipment (bottles of compressed air)
- h. Wet-cell batteries (wheelchairs, automotive)
- i. Battery-powered wheelchairs and mobility aids
- j. Spare lithium metal and lithium ion batteries are not allowed in checked baggage
- k. Electronic cigarettes only allowed as carry-on

Additionally, the following restrictions apply to all charter flights:

- a. No smoking at any time
- b. Weapons are prohibited unless they are located in baggage that is inaccessible from the main cabin
- c. Due to the nature of our short flight schedule, alcohol is not allowed

1. **Aircraft and Crew:** The captain of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Client shall accept all such decisions as final and binding.
  
2. **Termination of Agreement:** Operator and Client agree that either party may terminate this Agreement at any time with written notice. Client is obligated to pay all amounts due to Operator for services provided before this Agreement shall be terminated.

**I have read and understand the terms and conditions stated herein; upon acceptance this document becomes a legal and binding contract and I hereby accept these Aircraft Charter Quote Terms and Conditions for the charter referenced herein. Any modification to this contract must be agreed to by the operator in writing.**

**IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed, delivered and effective as of the date written below.**

**RAIDER AVIATION, LLC:**

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CLIENT (On behalf of all passengers):**

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Fax:** \_\_\_\_\_