

Raber Flight Services, LLC Charter Terms and Conditions

- 1. Basic Agreement.** Client and Raber Flight Services, LLC (RFS) agree that the following terms and conditions shall be exclusively applicable to this charter and to the cargo, from the point at which Raber Flight Services has received the client and cargo for transport until the aircraft reaches the final destination.
- 2. Charter Price, Charges and Related Provisions.**
 - A. Price. All prices quoted herein are accurate on the date quoted, are subject to change without notice and are valid for 7 days.
 - B. Expenses. Charges and Advances. All expenses associated with the operation of the aircraft are covered by RFS. All other expenses, charges and costs, including, without limitation, transportation taxes, foreign taxes, levies, non-objection fees, duties, royalties, special or accessorial services requested by Client shall be paid for by Client; any advances or disbursements made by RFS for Client shall be promptly reimbursed by Client. Aircraft landing and handling fees shall be paid by Client. Any fuel surcharge shall be paid for by Client.
 - C. Cancellation Terms. There is no charge for cancellation more than 7 days in advance. Cancellation within 7 days, but more than 24 hours prior to departure time will incur a charge of 10% of the total trip cost. Cancellation within 24 hours of departure will incur a charge of 50% of the total trip cost.
 - D. Ground transportation is not included in the charter price, but can be arranged at client's request and paid for by the client.
- 3. Payment Terms.** All flights must be either paid for in advance or secured with a hold against a credit card.
- 4. Operator's Rights and Responsibilities.**
 - A. Exclusive Control and Performance. RFS has exclusive direction and control over the aircraft, its crew and passengers, and all cargo on board. RFS shall be entitled to subcontract the whole or any part of the transportation services, and each such subcontractor shall be entitled to all rights, benefits, defenses, limitations and/or immunities available to RFS pursuant to this charter.
 - B. Liberties. RFS shall be at liberty to make interim stops for fuel, supplies, repairs and take whatever steps and do whatever actions it deems necessary for the protection of itself, the aircraft, pilots and passengers. RFS shall also be excused from delay or inability to perform caused by circumstances beyond its reasonable control.
 - C. Right of Refusal. RFS may refuse carriage of cargo, baggage, or luggage that, in its sole discretion: is improperly packaged; is not suitable for carriage; is hazardous/dangerous; exceeds the operational capacity of the aircraft; cannot be loaded within the allotted space; cannot be transported in accordance with applicable laws and regulations; or, has an aggregated value in excess of \$1,000,000 with no prior special arrangements having been made.
 - D. Taxes. The Client is responsible for all federal and/or state taxes that apply to this trip, including without limitation, all Federal Excise Taxes and Passenger Segment Fees. RFS will collect all applicable taxes from the Client and remit to the appropriate taxing authorities.
 - E. Wholesale tax collection. Wholesale/Broker quotations are issued as "Net/Net" and do NOT include taxes or commissions. RFS is responsible for the collection and payment of

all taxes including Federal Excise Taxes, Segment Fees or any other applicable taxes whether federal, state or local in nature.

F. Termination. RFS may terminate this charter without notice if Client breaches any provision hereof or if RFS, in its sole discretion, determines that transportation would be unsafe or in violation of any applicable law, rule or regulation.

5. Client's Rights and Responsibilities.

A. Passenger Information Worksheet. Prior to flight departure, Client is required to complete and deliver to RFS a Passenger Information Worksheet setting forth: the full passenger names; the legs each passenger will be flying; the ID type and number; and, if applicable, catering preferences.

B. Passenger Baggage. The following items must be declared prior to the departure date:

C. i. Drugs

ii. Weapons

iii. Hazardous Cargo

iv. Unusually Heavy or Large Items

D. Hazardous Cargo. Client shall not tender to RFS any cargo that is hazardous or dangerous.

D. Weapons. No passenger may bring weapons aboard the aircraft without prior arrangements

E. Other Responsibilities. Client shall be responsible for loss or damage to the aircraft or other property aboard the aircraft, including expense, claim, liability and/or suit associated therewith, caused by or attributable to Client, its employees and/or the cargo. Client shall also be responsible for any other matter allocated to it pursuant to this charter, including loss, damage, expense, claim, liability and/or suit associated therewith, to include all matters not specifically allocated to RFS. Client agrees to indemnify and hold harmless (including legal fees and costs) RFS of and from the foregoing responsibilities.

6. Liability and Indemnity. RFS shall not be liable for any injury, damage, loss, expense, indirect, special or consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for your trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine, or any similar cause. Our liability shall in any case be limited to the amount paid to us, and any claim shall be adjudicated in and governed by the laws of the state of Colorado.

7. Catering. RFS, upon request, will arrange catering for client trips. RFS will strive to meet your requests; however, it is not uncommon for some items to be unavailable.

8. Diversions. RFS may at the reasonable discretion of the aircraft Captain or Operator's Director divert, postpone or delay any charter flight. Operator assumes no obligations to operate over any particular route or routes, and that RFS is hereby authorized within reasonable limits to select the routes to be flown over or deviate from.

9. Force Majeure. RFS may cancel or delay charter flight(s) under this Agreement without being liable to pay any cancellation fee or compensation whatsoever in the event that the charter flight(s) cannot be performed or completed due to any cause beyond the control of RFS. In case of such cancellations RFS shall be under no obligation or liability to the Client beyond refund of the agreed charter price for such cancelled flight(s), or in case of cancellation of part of a charter flight such part of the charter price relating to the cancelled part of the flight.

- 10. Conditions of Carriage.** The present Agreement shall be subject to the provisions of the Title 14 Volume 2 Chapter 1 Subchapter G Part 135 (a.k.a. FAR Part 135) governing commercial air carriers.
- A. Unless otherwise expressed in this Agreement, RFS, its employees and agents who take part in the execution of this Agreement shall never be subject to any other and/or higher liability than provided for in the Warsaw Convention dated October 12, 1929, or that convention as amended by the Hague Protocol of 1955 and that provided for in the Guadalajara Convention dated September 18, 1961. RFS is limited to the following amounts: a) persons: \$100,000 per person and b) baggage: \$17 per kilogram up to a maximum of \$332 per person. Client is responsible for information to all passengers about these limitations. Client shall indemnify RFS, its employees and agents with regard to all economical consequences of RFS, its employees and agents being charged with any other and/or higher liability than mentioned above.
 - B. Client shall indemnify RFS, its employees and agents against all claims, expenses and costs, including legal costs, in respect of any liability to third parties for any damage whatsoever arising out of any act or omission on the part of the Client, passengers and shippers, resulting in liability of RFS, its employees or agents.
 - C. Aircraft owned or leased by RFS are operated under FAA Part 135 Air Carrier Certificate # _____, contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificates, in which case client shall hold harmless and shall indemnify RFS against any and all losses.
- 11. Acceptance of load.** The Client shall ensure that each passenger is in normal health, capable of undertaking the flight contemplated and that passengers are in possession of all documents enabling them to comply with all formalities and regulations both in respect of themselves and their baggage, and the Client is responsible for all duties, fees and charges in this connection.
- A. The Client ensures that the passengers' baggage does not contain anything of a hazardous nature.
 - B. If RFS is fined or has to meet expenses due to non-compliance on the part of the Client, passengers or shippers with all formalities or regulations under which the air transportation is performed, the Client shall indemnify RFS for all such fines, expenses and additional costs.
- 12. TSA and Passenger Security.** Federal regulations require the positive identification of each passenger and a security check with the Transportation Security Agency (TSA). At the time of boarding, each passenger will be required to present a photo ID for positive identification. The photo ID must be current and not expired. Providing incomplete or late passenger information may result in delays.
- 13. Law, Jurisdiction and Legal Fees.** This charter shall be governed by the laws of the state of Colorado, and any dispute arising out of or in connection with this charter and/or the transportation of the cargo hereunder shall be brought in state or federal court located in, Denver, Colorado with the substantially prevailing party to recover its reasonable legal fees and costs.
- 14. Integration and Headings.** This document constitutes the entire agreement between the parties. This agreement may not be modified or amended except by a writing signed by both parties. The headings used herein are for convenience only, are not substantive and may not be used to interpret the agreement between the parties.

CREDIT CARD AUTHORIZATION

In the event that a valid check or wire transfer or other form of payment has not been received by RFS by initial departure time, the cardholder authorizes the credit card to be charged for the agreed amount plus 3% administration fee. Please send front and back of credit card to **RaberFlightservices@gmail.com**. If paying by wire transfer, check, or cash, a credit card must be provided as a guarantee until funds become available.

Card Type: (Circle Type) Visa, Mastercard, American Express, Debit card.

Credit Card Number: _____

CVV Number: _____ Exp. Date: _____

Cardholder Name: _____

Billing Address: _____

City, State, zip _____

Phone
Number: _____

Please make a copy of Credit Card front and back along with a copy of your Driver License.

Signature: _____ Date: _____

I understand that there will be an additional 3% administration fee added to agreed amount for trip _____. (initials)

Please return this authorization form via fax or email with scanned signature to the attention of Charles Raber

Ph:720-980-5842

Email: Raberflightservices@gmail.com