

## **Terms and Conditions**

**WHEREAS**, a Charter Agreement (“Agreement”) is made by and between Celebrity Jet Charter LLC (the “Company” or “Celebrity”) and passengers, your successor, assigns, heirs, agents and representatives (collectively, “Client” or “You”).

**NOW, THEREFORE**, in consideration of the foregoing and intending to be legally bound, Client agrees to the costs, fees and terms set forth hereto and incorporated as part of an agreement as follows:

### **A. ORIGIN, DESTINATION AND TOTAL COST:**

Client engages Celebrity to solicit bids and sign contracts for air transportation on Client's behalf from origin to destination for a total fee to include services outlined in the charter quotation.

### **B. PASSENGER IDENTIFICATION & DOCUMENTATION:**

#### **1. DOMESTIC FLIGHTS:**

Each passenger 18 years of age and older will be required to present a government Issued photo ID at each departure in order to satisfy Transportation Security Administration requirements. Minor passengers (under the age of 18) must be vouched for by a parent or guardian who will be held responsible for the minor's conduct and all charges respecting services provided for the minor.

#### **2. INTERNATIONAL FLIGHTS:**

If the Client's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention (the “Convention”) may be applicable and the Convention governs and in most cases limits the liability of the air charter supplier for death or personal injury and for loss of or damage to baggage. The client is responsible for ensuring that all passengers have required travel documentation, including passports and visas for each flight. All documents required for international travel must be presented to the flight crew for review before boarding.

### **C. PASSENGER MANIFEST CHANGES:**

Only manifested passengers (and their baggage) are permitted on board the aircraft. To avoid departure delays, passenger manifest changes must be communicated in advance to the Company by calling 610-854-1800.

### **D. CHARTER SERVICES:**

Your flight will be operated by a FAA Part 135 compliant air charter company. The air charter pilots shall be in command of the aircraft at all times, shall be entitled to make all decisions regarding the boarding (or refusal to board) any passengers and acceptance or rejection of any baggage for flight. Should the need arise, Celebrity reserves the right to substitute aircraft of similar capacity while maintaining the service contracted for at no additional expense to You. You shall be informed of any such change prior to departure with as much notice as possible.

**E. PRICES, PAYMENT TERMS & CANCELLATION:**

All prices quoted herein are accurate on the date quoted, are subject to change without notice, and are only valid for 2 days or until 48 hours prior to the trip, whichever comes first. All quotes are based upon availability of aircraft. Aircraft are not held on quotes. Securement of payment (credit card / wire transfer/bank check) is required prior to flight. Non-payment or non-securement of payment constitutes cancellation of the flight and the cancellation terms indicated below will apply. The amount quoted includes all fees for the itinerary with the exception of: Segment Fees, unscheduled overnight fees, de-icing or hangar related expenses due to inclement weather, ground transportation, Client special requests, itinerary changes and catering. Catering, ground transportation or other non-flight related services arranged by Celebrity will be billed at cost plus a fifteen (15) percent service fee. Full payment is due 48 hours prior to departure of flight. Celebrity reserves the right to authorize a hold on the credit card guaranteeing payment and/or charge the credit card for all agreed upon charges (plus the four (4) percent convenience fee) in Celebrity's sole discretion.

Cancellation of round-trip flights will result in a cancellation charge of two flight hours for each day of the planned itinerary at the current retail rate for the size/type aircraft booked plus all incurred costs/expenses including international fees. Confirmed one-way flights are subject to a One Hundred (100) percent cancellation charge immediately upon confirmation of the flight. Holiday flight cancellations (from two days prior to US national holidays and through two days after US national holidays) are subject to a One Hundred (100) percent cancellation charge if cancelled less than fourteen (14) days prior to the flight.

**F. ITINERARY CHANGES:**

Flight 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 Celebrity's sole discretion. In the event changes are not accepted by Celebrity and the flight is cancelled, all cancellation charges will apply as indicated above. Notification of changes and/or cancellations must be in writing and transmitted between 8:00 A.M. and 6:00 P.M. EST by facsimile to 610-854-1803.

**G. PASSENGER BEHAVIOR:**

The Client shall instruct and cause the passengers to act in a reasonable and responsible manner at all times while aboard the aircraft and to comply with the directives and instructions of the pilots in command of the Aircraft. The Client shall be liable to the Company for any damage caused by any of the passengers to the Aircraft or otherwise.

#### **H. LIMITED LIABILITY:**

Celebrity is not an air carrier and is not operating the flight(s) you charter. The air charter suppliers have sole responsibility, liability and control of all aspects of the aircraft charter services provided to you, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation, condition and safety of the flight, passengers, baggage, cargo and other people and events associated with your air travel, such as crew performance and catering services. Celebrity is not responsible for any negligent act or omission by the air charter supplier or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur. You assume all liability and responsibility for your safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with your air reservations and travel arranged by Celebrity and performed by the air charter suppliers.

Celebrity shall not be liable to the Client or any other person or entity for any injury to or death of any person or for any damage to or loss of any property unless such injury, death, damage or loss is the direct result of negligence or intentional misconduct on behalf of Celebrity or any of its employees; provided, however, that (a) under no circumstances shall the liability of Celebrity exceed the amount of you paid for your flight and (b) under no circumstances shall Celebrity be responsible for any lost profits, special or consequential damages.

#### **I. INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES:**

You shall indemnify and hold harmless Celebrity, its affiliates and all of their officers, directors, employees, legal representatives and other agents, successors and assigns (collectively "The Celebrity Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of The Celebrity Indemnified Parties.

Celebrity makes no representations or warranties of any kind, either express or implied, as to any matter including, but not limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise. Client waives any and all claims or demands based upon warranties of any kind and acknowledges and accepts Celebrity's disclaimer.

#### **J. JURISDICTION/VENUE:**

Each of the parties hereby submits to personal jurisdiction in the Commonwealth of Pennsylvania in connection with any disputes or controversies arising under the Agreement or with the enforcement hereof. If the Company collects any amount due or payable hereunder from the Client by or through an attorney-at-law, the Client shall pay, upon demand, the reasonable attorneys' fees and costs incurred by the Company in such effort. Venue for any legal action or proceeding shall rest in the Court of Common Pleas for Chester County or the United States District Court for the Eastern District of Pennsylvania.

#### **K. FORCE MAJEURE:**

The Company shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

#### **L. BINDING AGREEMENT:**

An Agreement, once signed by the parties and returned to Celebrity shall constitute a legally binding agreement between the parties.

**M. CONFIDENTIALITY:**

The Company does not disclose any information regarding clients, their passengers or departure/destination to any outside source, unless authorized by the Client or required by law (i.e., in conjunction with a government inquiry or in litigation or dispute resolution). For your protection, this includes friends, relatives, co-workers, associates, business partners, etc. Only persons listed on the account are authorized to obtain information about your account or flight schedule.

**N. MISCELLANEOUS:**

An Agreement (together with any other documents delivered by the Client to the Company in connection with any of the flights): (a) represents the entire agreement between the parties hereto with respect to the subject matter hereof, (b) shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania; (c) may not be altered or amended except pursuant to a written agreement signed and delivered by the parties; (d) shall be binding upon and Inure to the benefit of the parties hereto and their respective successor and permitted assigns and (e) may be executed via facsimile and multiple counterparts. The Client may not assign an Agreement or the rights or privileges here conferred to any other person on entity.

**O. METHOD OF PAYMENT:**

Subject to the express approval of the Company, the Client agrees to pay, when due, all fees, costs and other amounts now or hereafter due hereunder as follows:

**Secured In Advance by Credit Card**

- a. The Client hereby agrees to sign a Credit Card Authorization Form In advance of the trip.
- b. The credit card amount authorized by the Client will be four (4) percent higher than trip quote amount.

**Secured in Advance by Bank Check or Wire Transfer**

- a. The Client hereby agrees to pay in full for the scheduled aircraft charter trip via check or wire transfer within 48 hours of the trip departure date

**NOTES:**

A. Payments not received within 48 hours of the trip departure date are past due and subject to a four (4) percent late fee. The Client hereby agrees to authorize the company to charge all past due payments and late fees to the credit card.

B. At any time, the Client may choose not to pay by check or wire transfer and may charge the trip to the credit card. However, all such transactions are subject to a four (4) percent payment terms change fee.

C. The Client hereby acknowledges and understands the amount entered on the Credit Card Authorization Form will be four (4) percent higher than the trip quote to compensate the Company for late fees and/or payment terms change fees, if applicable. However, if payment-in-full is received by the Company via check or wire transfer within 48 hours prior to the trip departure date; no amount will be charged to the client's credit card.