

Velocity Jets

Phone: [REDACTED] - Fax: [REDACTED] - Email: [REDACTED]

VELOCITY JETS

QUOTE

Date	Quote #
02/29/12	PGBKQ2592

**To:**  
Larry Visoski

**Phone:** [REDACTED]  
**Email:** [REDACTED]



Type of Aircraft	Tail Number	# of Passengers
Falcon 2000LX	TBD	4

Date of Travel	Origin	Destination	Hours
3/2/2012	Van Nuys, CA KVNY	Miami, FL KOPF	4.4

SubTotal	\$23,000.00
FET Tax	\$1,725.00
<b>Total</b>	<b>\$24,725.00</b>

Dear Larry

Thank you for contacting Velocity Jets. We appreciate the opportunity to earn your business. In order to book this aircraft, please complete and fax the attached "Booking Documents" to [REDACTED].

Sincerely,  
Patrick Harris

Phone [REDACTED]  
Fax [REDACTED]  
Email [REDACTED]

LEGAL DISCLAIMER: This aircraft charter quotation is subject to the Terms and Conditions set forth in the attached Charter Services Agreement document. Images depict aircraft within our network but may not represent the actual aircraft you are being offered in this quote. The contents of this email message are confidential and are intended only for the use of the addressed recipient. If you feel you have received this message in error please delete it immediately or contact our office at 1-[REDACTED].

## CHARTER SERVICES AGREEMENT

**1. GENERAL:** Client/Company and/or authorized agent, hereafter collectively referred to as "Client" hereby authorizes Velocity Jets to act as authorized agent for procurement of the aircraft charter service as described herein on behalf of Client from FAR Part 135 Air Carriers certificated by the Federal Aviation Administration ("FAA") and operating under Section 14, Code of Federal Regulations.

**2. RESERVATIONS & CANCELLATIONS:** a. A proposed Aircraft Charter Quote (a "Proposed Itinerary"), including a point to point itinerary for air travel (the date(s) and departure time(s) of travel, flight segments, aircraft type (light, mid size or heavy jet), will be sent via email or fax to Client upon request. Each Proposed Itinerary shall quote the estimated price of the requested Charter Services, and shall confirm any oral quote that Velocity Jets may have provided. Client shall confirm its agreement with such price quote and the final agreed arrangements by signing the Charter Services Agreement form ("Charter Service Agreement") and sending it to Velocity Jets by email, fax or other electronic means authorized by Velocity Jets. Upon Velocity Jets receipt thereof, the signed Charter Service Agreement shall constitute an "Agreed Itinerary" and commit Client to purchase and Velocity Jets to obtain for Client, the Charter Services set forth therein. Times shown in Agreed Itineraries or elsewhere are subject to change due to, among other things, weather, air traffic control considerations, and unexpected aircraft mechanical issues, and are not guaranteed.

b. Client understands and acknowledges that the cancellation of any confirmed Agreed Itinerary (including any no shows by Client), or any portion thereof, within 72 hours of the scheduled departure for flights within the continental United States, within 5 days of the scheduled departure for flights outside of the continental United States, or within 10 days of the scheduled departure during Peak Periods, will result in a cancellation charge equal to the charges incurred or 50% of the agreed upon cost for the Charter Services as reflected in the Agreed Itinerary for the cancelled trip. One-way and empty leg flight charges are non-refundable.

c. Client acknowledges that any change in date, time, itinerary, number of passengers or type of aircraft may be deemed a cancellation and be subject to a cancellation charge. Other types of cancellation charges may include, but are not limited to: costs incurred as result of partial completion of itinerary, including but not limited to return of aircraft 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) flight charges equivalent to two hours of operation for each day of the cancelled itinerary, or (iii) any fees incurred by Velocity Jets as a result of the client's 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. Velocity Jets assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier.

d. Client will not be charged for flights cancelled more than 72 hours prior to departure of a trip within the continental United States, more than 5 days prior to departure of a trip outside of the continental United States, or more than 10 days prior to departure of a trip within a Peak Period.

e. Peak Travel Days include the following: New Year's Day, President's Day, Easter Sunday, Passover, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, Super Bowl. The term "Peak Travel Days" includes the day noted, as well as the four days prior and two days after.

**3. PRICE QUOTES:** The cost estimate provided to Client for each specific Charter Itinerary, is subject to the following:

a. Additional costs may include client-requested catering, ground transportation, flight phone, de-icing, hangar fees, and/or any additional services requested by client.

b. Domestic and international flights may be subject to federal excise tax, federal departure tax, and/or domestic or international segment fees.

c. If a deviation from the original itinerary is requested by Client and agreed to by Velocity Jets, or if any such deviation is caused or necessitated by Client's actions, then the amount owed by Client to Velocity Jets may differ from the original cost estimate. Client hereby agrees to pay any and all charges associated with such deviations from the original cost estimate and/or Charter Itinerary.

4. **PAYMENT TERMS:** Velocity Jets requires full payment prior to departure or an authorization guarantee on an American Express credit card. If payment is not received within 48 hours from the time of departure, or if payment is issued via credit card, Velocity Jets is authorized to collect the amount quoted plus 4% in lieu of cash discount via aforementioned credit card.

5. **ACKNOWLEDGMENT OF OPERATIONS:** Client acknowledges that Velocity Jets is acting solely as a broker and is not an air carrier. Client acknowledges that Velocity Jets does not operate the flights or provide the other services that Client authorizes Velocity Jets to book on Client's behalf. Client further acknowledges that the air charter suppliers have sole responsibility, liability and control of all aspects of the aircraft charter services provided to Client, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation, condition and safety of the flights, passengers, baggage and cargo and other people and events associated with Client's air travel, such as crew performance and catering services.

6. **SAFETY OF OPERATION:** Without limitation, you acknowledge and agree that the air charter suppliers and/or their pilots, crewmembers, employees and/or agents will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of flights. Client further acknowledges that Velocity Jets bears no responsibility for decisions regarding such safety determinations, and Client agrees to hold Velocity Jets harmless from any and all consequences resulting from decisions regarding such safety determinations.

7. **FORCE MAJEURE:** Velocity Jets will not be deemed to be in breach of its obligations hereunder or have any liability or responsibility for any delay, cancellation or damage arising in whole or in part from any weather conditions, act of God, act of nature, acts of civil or military authority, civil commotion, war or warlike operations or imminence thereof, strike or labor dispute, blockade, embargo, government regulation, law, rule or authority, acts or omissions of government authorities including all civil aviation authorities, requisition of aircraft by public authorities, breakdown or accident to the aircraft, mechanical failure, lack of essential supplies or parts or if the safety of passengers and/or property is deemed by the aircraft commander or the carrier's operational supervisors to be in jeopardy, or for any cause beyond the direct control of Velocity Jets.

8. **DAMAGES:** a. Neither the air charter carriers nor Velocity Jets shall have liability or responsibility for delay, cancellation or failure to furnish any service to be provided to you when caused by mechanical difficulty, weather conditions, acts of God, acts of nature, acts of civil or military authority, civil commotion, war or warlike operations or imminence thereof, strikes or labor disputes, blockade, embargo, government regulation, law, rule or authority, acts or omissions of government authorities including all civil aviation authorities, requisition of aircraft by public authorities, breakdown or accident to the aircraft, mechanical failure, lack of essential supplies or parts, or if the safety of passengers and/or property is deemed by the aircraft commander or the carrier's operational supervisors to be in jeopardy, or for any causes beyond their reasonable respective control

b. Client shall 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 Velocity Jets and performed by the air charter suppliers;

c. Client, clients authorized agents, guests or passengers or any employees, if applicable, shall not engage in any act or possess any substance or allow cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted for you by Velocity Jets

d. Velocity Jets makes no representations or warranties of any kind, either express or implied, as to any matter limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise.

e. If the Client's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the Carrier for death or personal injury and for loss of or damage to baggage.

f. Client shall indemnify and hold harmless Velocity Jets, together with, but not limited to, its affiliates, subsidiaries, parent corporations, successors or assigns, and any present or former officers, directors, shareholders, employees, agents, legal representatives or attorneys (the "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 indemnified parties as a result of the services performed hereunder on your behalf.

g. IN NO EVENT WILL VELOCITY JETS BE LIABLE FOR ANYTYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR INTORT. CLIENT WILL INDEMNIFY AND HOLD VELOCITY JETS HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY VELOCITY JETS BY REASON OF ANY ACTION OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS, PASSENGERS AND GUESTS. FURTHERMORE, CLIENT AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY CLIENT, OR ANY EMPLOYEE, AGENT, PASSENGER OR GUEST OF CLIENT, NORMAL WEAR AND TEAR EXCLUDED.

9. **REGULATIONS:** This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from including, but not limited to, those promulgated by the FAA, which now or hereafter may be imposed or required.

10. **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 Florida, both procedural and substantive, without regard to the principles of conflicts of laws.

11. **UNENFORCEABILITY OF PROVISIONS:** The illegality or non validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision hereof. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

12. **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 Velocity Jets 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 Itinerary are incorporated by reference herein. The Parties acknowledge that no other party, or any agent or attorney of another party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce them to execute this Agreement, and acknowledge that they have not executed this instrument in reliance on any such promise, representation or warranty not contained herein, and further acknowledge that there are no other agreements or understandings between the Parties relating to this Agreement that are not contained herein.

13. **INDEMNIFICATION:** Client agrees to indemnify, hold harmless and defend Velocity Jets, together with, but not limited to, its affiliates, subsidiaries, parent corporations, successors or assigns, and any present or former officers, directors, shareholders, employees, agents, legal representatives or attorneys(the "indemnified parties") from and against any and all actions, causes, claims, damages, losses, penalties, demands, obligations or liabilities, expenses or disbursements (including, without limitation, reasonable costs and attorney's fees), asserted by any third party, arising out of or relating to this Agreement. By signing this agreement, the Client hereby agrees to all terms and conditions contained within this Charter Broker Agreement for purposes of each and every flight chartered and/or arranged for Client by Velocity Jets until Client is notified by Velocity Jets of a change in terms.

**CLIENT:**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



CREDIT CARD AUTHORIZATION FORM

CLIENT NAME: \_\_\_\_\_

TOTAL ESTIMATED CHARGES: \$ \_\_\_\_\_

CARD TYPE: **AMERICAN EXPRESS**    **MASTER CARD**    **VISA (select one)**

CARD EXPIRATION DATE: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

SECURITY CODE: \_\_\_\_\_

CARDHOLDER NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**PAYMENT OPTIONS:**

Charge aforementioned credit card

1 48 Hour Authorization on aforementioned credit card

2 Client agrees to pay the amount quoted plus 4% in lieu of cash discount.

3 Client hereby authorizes Velocity jets secure funds for the aircraft charter services as quoted via credit card hold authorization. If payment is not received by Velocity jets within 48 hours from the time of departure, Velocity jets is hereby authorized to collect the amount quoted plus 4% in lieu of cash discount utilizing the aforementioned credit card.

**BANK WIRE INSTRUCTIONS for VELOCITY JETS, LLC**

**Bank of America**

**ABA Number:**

**Account Number:**

**Swift Number:**



Authorized signature representing the Client acknowledges and agrees to the above stated terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



### PASSENGER MANIFEST

Passenger Name	Birthday	Weight	Passport # (Int'l flights only)	Exp. Date	Country of Origin

\*Non-U.S. citizens must have valid visas