



STANDARD TERMS & CONDITIONS CHARTER BROKER AGREEMENT

ENGAGEMENT:

Client (referred to herein as “Client” or “you”) hereby engages Rise Aviation, LLC (12801 Moorpark Street, Suite 107, Studio City, CA 91604), a California Limited Liability Company (“Rise Aviation”), to act as its broker to arrange for the charter services described on the Charter Itinerary, to which these Standard Terms & Conditions are annexed, on behalf of Client from third party certified air carriers operating under Part 135 of the Federal Aviation Administration (“FAA”) Regulations (Section 14, Code of Federal Regulations).

1) RESERVATIONS & CANCELLATIONS:

- a) All requests for services are subject to acceptance by Rise Aviation. Rise Aviation hereby expressly reserves the right to accept or reject any reservation requests for any reason, or for no reason, whatsoever. Your Charter Itinerary will be delivered by email or fax from Rise Aviation providing a confirmation number and the estimated price quote, and specifying the date(s) and departure time of travel, flight segments arranged on your behalf, aircraft type and other requests specified by you when booking your flight. You will be requested to sign and return a copy of the Charter Itinerary signifying confirmation of its contents and consent to these Standard Terms & Conditions.
- b) Client understands and acknowledges that the cancellation of any Reservation or portion thereof within two (2) calendar days of the scheduled departure time of the scheduled domestic trip and within three (3) calendar days of the scheduled departure time of the scheduled international trip, will result in a cancellation charge of up to 100% of the quoted price for the trip. Confirmed departures within seven (7) days of Peak Travel Days, as defined in Paragraph 2(d), *below*, are non-refundable, and the cancellation of any confirmed reservation within seven (7) days of departure either prior to or after the Peak Travel Days will result in a cancellation charge of up to 100% of the quoted price for the

trip. 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. Client acknowledges that a “no show” will be considered a cancellation and the client will be charged 100% of the cost of the trip. 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 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 Rise Aviation as a result of the client’s cancellation. Rise Aviation reserves the right to change the terms of its cancellation policy at any time. Any cancellation of any confirmed Charter Itinerary or portion thereof may be subject to the terms and conditions of the specific air carrier selected. Rise Aviation assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier. **ALL ONE WAY CHARTER RESERVATIONS ARE NON-CANCELABLE AND NON-REFUNDABLE AND ARE SUBJECT TO A 100% CANCELLATION FEE AT TIME OF BOOKING.**

- c) Client will not be charged for flights cancelled more than two (2) calendar days prior to departure of a domestic trip and more than three (3) calendar days prior to the departure of an international trip, except for those expenses or cancellation fees specifically incurred by Rise Aviation in preparation for such flights, or except for those instances when an advance deposit is required and Client has been informed of the cancellation fee.
- d) Peak Travel Days include the following: New Year’s Day, President’s Day, Easter Sunday, Passover, Memorial Day, Fourth of July, Labo



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.

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

a) Domestic and international flights may be subject to the federal excise tax and federal departure tax, respectively. Rise Aviation will add the applicable tax, using the current rate, to each charter invoice, and Client will pay such amounts.

b) Client understands that the cost estimate provided by Rise Aviation will include estimates for certain cost items. Client will pay the actual amount of applicable taxes, flight fees, fuel surcharges, over-flight permits, landing charges, catering costs, ground transportation, flight phone, customs fees, crew trip expenses, and similar out-of-pocket expenses relating to the services provided should these amounts differ from the original cost estimate.

c) If a deviation from the original itinerary is requested by Client and agreed to by Rise Aviation, or if any such deviation is caused or necessitated by Client's actions, then the amount owed by Client to Rise Aviation 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.

3) **PAYMENT TERMS:** You agree to pay all costs, fees and expenses as set forth on the cost estimate and/or Charter Itinerary, as well as all additional costs and expenses associated with your flight (including, but not limited to, taxes, surcharges and fees set forth in Paragraph 3, above, and damages as set forth in Paragraph 8(g), below). Any trip booked at the time of booking by wire, credit card, or check with a credit card hold will be required to be prepaid. Rise Aviation may require either payment in advance or an acceptable credit card guarantee. By providing your credit card information, you authorize Rise Aviation to obtain payment from the issuer of the credit card you presented. If you do not make payment by another means, you agree to perform the obligations set forth

in your agreement with your credit card issuer. However, your credit card will only be charged if you authorize payment with your card. Client will pay Rise Aviation (a) the rate of the lower of (i) one percent per month, or (ii) the highest percentage permitted by law on any charges outstanding more than 30 days after receipt of invoice, plus (b) the reasonable costs (including attorneys' fees) for the collection of any past due fees, expenses and charges thereunder. In addition, Rise Aviation shall have the right to charge customers' credit card for extra charges, such as changes in itinerary, catering, car service, taxes and additional fees.

5) **ACKNOWLEDGMENT OF OPERATIONS:**

Client acknowledges that Rise Aviation is acting solely as a broker and is not an air carrier. Client acknowledges that Rise Aviation does not operate the flights or provide the other services that Client authorizes Rise Aviation 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.

5) **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 Rise Aviation bears no responsibility for decisions regarding such safety determinations, and Client agrees to hold Rise Aviation harmless from any and all consequences resulting from decisions regarding such safety determinations.

6) **FORCE MAJEURE:** Rise Aviation 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 Rise Aviation.

7) **DAMAGES:**

- a) Neither the air charter suppliers nor Rise Aviation 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) 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 Rise Aviation and performed by the air charter suppliers;
- c) You, your 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 Rise Aviation;
- d) Rise Aviation 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) You shall indemnify and hold harmless Rise Aviation, 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 RISE AVIATION BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT. CLIENT WILL INDEMNIFY AND HOLD RISE AVIATION HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY RISE AVIATION 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.
- 8) **REGULATIONS:** This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time including, but not limited to, those promulgated by the FAA which now or hereafter may be imposed or required.
- 9) **TERMINATION:** In the event of the termination of this Agreement due to default by Client, Rise Aviation may cease to provide all remaining services under this Agreement and shall have all right to bring an action or claim against Client for all sums which may be due and



owing hereunder and to pursue all other remedies available to it at law or in equity (including, without limitation, attorneys fees, costs, and expenses). Rise Aviation reserves the right, in its sole discretion, to suspend Charter Services hereunder during any period provided for curing the default by Client. Notwithstanding the foregoing, Client shall remain liable and responsible for all payment obligations under this Agreement.

10) **EXCLUSIONS OR OMISSIONS:** Rise Aviation will be indemnified and held harmless by Client for any misrepresentations presented by the carriers, on Rise Aviation's website or otherwise. Any exclusions or omissions either express or implied are not the responsibility of Rise Aviation.

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

12) **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 California, both procedural and substantive, without regard to the principles of conflicts of laws.

13) **UNENFORCABILITY 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.

14) **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 Rise Aviation 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 any other 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.

15) **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 this Agreement, could make him or her liable in a complaint, cross-complaint or counterclaim for all resulting damages, including attorneys' fees and legal expenses.

16) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate originals, and one and the same Agreement. Facsimile signatures shall be considered original, legal and binding signatures.

17) **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.

18) **INDEMNIFICATION.** Client agrees to indemnify, hold harmless and defend Rise Aviation, 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.

19) **ARBITRATION:**

a) American Arbitration Association - Any dispute arising out of, in connection with, or in relation to this agreement or the making or validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Los Angeles, CA 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 and any award rendered therein shall be final and conclusive upon the



parties, and a judgment 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 or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

hereafter have as to the venue of any such action or proceeding. Each party hereto hereby consents to the service of process in the Arbitration by mailing copies thereof by certified mail, postage prepaid, such service to become effective three (3) business days after such mailing. Nothing herein shall affect either party's right to service of process in any other manner prescribed by law.

- b) Submission to Jurisdiction - By execution and delivery of this Agreement, the parties each respectively accept, for itself and its property, generally and unconditionally, the jurisdiction of the American Arbitration Association, and agree to be bound by any judgment rendered thereby and in connection with this Agreement, and waive any objection either party may now or

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 Rise Aviation until Client is notified by Rise Aviation of a change in terms.

I hereby agree and accept these terms and conditions:

CLIENT:

RISE AVIATION, LLC

Authorized Signatory

Signature

Print Name

Date

Title

Date