

## CREWMEMBER SERVICE AND AGENCY AGREEMENT

This Crewmember Service and Agency Agreement ("Agreement") is entered into by Air International, Inc. ("Operator") and Larry Visoski ("Crewmember") as of this 5th day of September, 2011 (the "Effective Date").

1. **Purpose.** Crewmember desires to serve as a pilot on flights operated by Operator under Part 91 of the Federal Aviation Regulations ("FARs") using a Boeing 727 aircraft ("Aircraft"). Operator desires to use Crewmember's contract services from time to time on an as needed basis as Operator requires to operate the Aircraft.

### **2. Operational Control.**

a. **Operator's Operational Control.** Crewmember acknowledges and agrees that Operator will retain operational control of any and all aircraft operations including the right to commence and/or terminate any flight. This responsibility for operational control is not transferable to any other person or entity, and it supersedes any agreement, contract, understanding or arrangement, either oral or written, expressed or implied, between any persons or entities. While engaged to provide pilot services for Operator pursuant to the terms and conditions of this Agreement, Crewmember will accept instructions concerning the operation of the Aircraft solely from Operator and will disregard any instruction or direction, whatsoever, from the Owner or any other Operator of the Aircraft. During any and all Part 91 flights undertaken by Operator, Crewmember shall be deemed to be an agent of the Operator and not an agent of the Owner or any other Operator of the Aircraft.

b. **Authority of Pilot in Command.** Nothing herein shall be construed as diminishing the emergency authority of the pilot in command in accordance with FAR Sections 91.3(b).

3. **Term.** This Agreement shall remain in full force and effect from the Effective Date until the date of termination as provided herein.

a. **10-Day Notice.** Either Party gives the other written notice of intent to terminate this Agreement, whereupon the Agreement shall automatically end ten (10) calendar days after such notice has been delivered.

b. **Default.** Either Party gives the other written notice of intent to terminate this Agreement for an Event of Default by such other party, whereupon the Agreement shall be terminated effective immediately.

### **4. Representations and Warranties.**

a. Operator represents and warrants that it is eligible to operate the aircraft in accordance with Part 91 of the FARs.

b. Crewmember represents and warrants that Crewmember, both at the time this Agreement is executed and on a continuing basis during the Term of this Agreement thereafter:

(i) holds a valid airman certificate under FAR Part 61, as well as the ratings and authorizations necessary to serve as a pilot on Part 91 flights using the Aircraft;

(ii) meets applicable currency of experience requirements;

(iii) has a current airman medical certificate applicable to the operations to be conducted under this Agreement;

(iv) is not in violation of Operator's FAA-mandated anti-drug and alcohol misuse prevention program;  
and

(v) does not have any disqualifying offense under 49 C.F.R. Part 1544 of the regulations of the Transportation Security Administration.

## **5. The Parties' Relationship.**

### **a. Operator's Role.**

(i) Operator may use Crewmember on Operator's flight operations in Operator's discretion based on, among other things, Operator's own assessment of its operational needs and of Crewmember's continued qualification to serve as a crewmember on Operator's flights. Operator is under no obligation to use Crewmember in connection with any particular flight.

(ii) Prior to Operator conducting any flight operation under Part 91 using Crewmember's service, Operator will provide information to the designated pilot in command (PIC) that indicates which flight or series of flights will be conducted by Operator under Part 91. Operator will be accountable and responsible for the safe operations of such flight or series of flights.

### **b. Crewmember's Role as Contractor for Pilot Services.**

(i) The business relationship between Operator and Crewmember shall be that of independent contractor and not employer-employee. Crewmember is not an employee of Operator under the meaning of any federal or state unemployment or insurance laws or workers' compensation laws, general principles of common law or otherwise. Crewmember shall not be entitled to and shall not be provided by Operator any medical coverage, insurance of any kind, vacation pay, pension benefits or any other type of employee benefit. Crewmember shall have no authority to legally bind Operator in contract, debt or otherwise (except as provided in this Agreement or separately in writing by Operator) or to represent himself or herself to third parties as an employee of Operator.

(ii) Crewmember will serve as an agent of Operator under this Agreement from time to time as called upon by Operator to do so, subject to Crewmember's availability. Crewmember recognizes and agrees that this agency relationship is strictly limited to the administration and oversight of operational control for Operator's flights, as required by the FAA. Crewmember will owe a duty of loyalty solely to Operator with respect to Operator's flight operations.

(iii) Crewmember will ensure that, prior to the operation of any Part 91 flight under this Agreement, the passengers have been notified that Operator is the party operating the flight.

(iv) Crewmember will comply with all applicable flight limitations and rest requirements and will comply with Operator's FAA-mandated anti-drug and alcohol misuse prevention program, if any.

(v) Crewmember will comply with all requirements of the FAR and other laws applicable to Crewmember's service under this Agreement.

**6. Consideration for Crewmember's Contract Services.** Crewmember acknowledges and agrees that he will be compensated by Operator as follows:

a. The sum of US\$500.00 per day.

b. Reimbursement of lodging, food, rental car and miscellaneous expenses incurred by Crewmember as otherwise determined and limited by Operator.

The above-referenced sums shall constitute the sole and adequate consideration for Crewmember's services hereunder.

## **7. Miscellaneous.**

a. Amendment. No amendment or waiver of this Agreement will be effective unless it is in writing and duly signed by the parties hereto.

b. Assignment. Neither party may assign its rights or responsibilities under this Agreement.

c. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute the executed agreement.

d. Dispute Resolution. In the event of any dispute or controversy between the Parties relating to this Agreement (other than a dispute or controversy seeking injunctive or equitable relief), the matter shall be submitted to arbitration for resolution, which arbitration shall be conducted in Boca Raton, Florida, before one arbitrator, in accordance with the rules of the American Arbitration Association (Commercial) then in effect. The decision of the arbitrator shall be binding on all parties, and judgment upon the award or arbitration rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall limit its judgment to the matters permitted to be submitted to it under the express terms of this Agreement. The expense of the arbitrator shall be borne equally among the parties to the dispute, and the arbitrator shall identify which parties are so obligated should there be a dispute as to same.

e. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes all previous communications, representations, and agreements, whether oral or written, between the parties.

f. Events of Default. Each of the following shall be considered an Event of Default under this Agreement.

(i) breach of any representation or warranty set forth in Section 4;

(ii) breach of any obligation set forth in this Agreement, if such breach remains un-remedied ten (10) or more calendar days after the non-defaulting party gives the defaulting party written notice of the breach; and

(iii) assignment by any party of any right or interest created hereunder without the prior written consent of the other party.

g. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim that a party is not liable, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

h. Governing Law and Court Jurisdiction. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions. For any matter arising under this Agreement, the parties hereto consent to the jurisdiction of the federal trial courts in Florida where the matter in controversy meets the jurisdictional threshold requisites and to the jurisdiction of the state trial courts in Florida where federal jurisdiction does not exist.

i. Insurance. Crewmember acknowledges and agrees that, as a contractor to Operator, Crewmember will not be provided by Operator with medical, disability, or other insurance coverage.

j. Notices. All notices delivered hereunder shall be directed to the recipient using the contact information provided in the signature blocks below and will be deemed to be duly given if sent by certified or registered mail (return requested), by overnight courier, by facsimile with confirmation of receipt, or by electronic mail.

k. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable

provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

l. Survival. Sections 7(c), (e), (i), (j), and (l) of this Agreement will survive beyond the end of the Term of this Agreement. When the Term of this Agreement ends, the Parties will retain all rights and obligations that they had accrued under this Agreement up to that time.

m. Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized agents, as of the date first appearing above.

**OPERATOR**

**CREWMEMBER**

Air International, Inc.

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

\_\_\_\_\_  
Larry Visoski

