



Symphony Private Jets  
62 Durham St  
Portsmouth, NH 03801  
603-319-4446

## **STANDARD TERMS AND CONDITIONS**

### **PAYMENT:**

The payment for each charter flight shall be due upon execution of this Agreement. Payment shall be conducted by wire-transfer into an account established at TD Bank, N.A., 2033 Woodbury Ave, Newington, NH. Symphony's wiring instructions are provided in a separate document.

### **CREDIT CARD POLICY:**

Symphony may, in its sole discretion, accept credit cards for payment of charges. If Symphony accepts payment by credit card, Charterer, by providing its credit card information, authorizes Symphony to obtain payment from the issuer of the credit card Charterer presented if Charterer does not make payment by another means, and Charterer agrees to perform the obligations set forth in its agreement with its credit card issuer. Charterer consents to Symphony charging the credit card upon execution of this Agreement.

### **LATE PAYMENTS:**

Charterer will pay 18% per annum interest on any balances outstanding more than 30 days after receipt of invoice, plus the reasonable costs (including attorneys' fees) for the collection of any past due fees, expenses and charges thereunder.

### **CANCELLATION POLICY:**

Symphony Private Jets will honor the cancellation policy as defined in the executed operator's agreement.

### **ADDITIONAL CHARGES AND TAXES**

#### **FUEL SURCHARGES:**

Charterer acknowledges that the price of fuel may increase beyond the base price Symphony used in providing the Quote. Charterer agrees that a fuel price surcharge may apply during the flight segments, as well as aircraft positioning flights. To the extent the aircraft fuel price exceeds the base fuel price, Charterer shall pay Symphony for the amount of such increase. Symphony is not bound by a specific time period for which to bill a fuel surcharge after the charter flights are completed. Charterer unconditionally guarantees payment of any fuel surcharge within three business days of Charter's receipt of invoice.

#### **ADDITIONAL COSTS & CHARGES:**

The Charter Price in the Agreement is based on current costs at the date hereof. In the event Symphony, through reasons beyond its control, incurs any increase in its costs between the date hereof and the commencement of the Charter, Symphony will accordingly increase the Charter Price to take account of such increase.

Additionally, Charterer shall be responsible for additional charges incurred by Symphony in the provision of the services described in this Agreement and Charterer may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time this Agreement is executed). Examples of such additional costs and expenses include, without limitation, catering



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costs, ground transportation costs, flight phone costs, de-icing costs, crew expenses, air space navigation fees, weather service fees, costs related to diversions, international fees, and other costs and expenses that are incidental to charter services. Charterer unconditionally guarantees payment of any such costs and expenses within three business days of Charterer's receipt of invoice. Charterer shall defend, indemnify and hold Symphony harmless against any claims resulting from or related to such additional charges.

Charterer has provided credit card information to Symphony to retain on file. If additional costs or charges are not paid within three business days of Charterer's receipt of invoice, Charterer hereby authorizes Symphony to charge them to the credit card on file.

#### **TAXES:**

Taxes are based on data available at the time Symphony provides the quote. Tax charges are subject to change and are the sole responsibility of the Charterer. Examples of such taxes include, without limitation, sales, use, value added taxes ("VATs"), stamp, federal excise taxes ("FETs"), transfer, segment fees and other similar taxes, fees, duties and penalties that may be imposed by any federal, state, county, local, foreign or other governmental authority as a result of the flights and services provided in connection with this Agreement. Charterer unconditionally guarantees payment of any tax charge increases within three business days of Charterer's receipt of invoice. Charterer shall defend, indemnify and hold Symphony harmless against any such taxes. Charterer's obligations hereunder shall survive the termination of this Agreement.

#### **ADDITIONAL TERMS AND CONDITIONS**

#### **LIMITATION AS AGENT FOR CHARTERER:**

Charterer understands and agrees that Symphony is only acting as an agent for Charterer for the arrangement of the charter flights described in this Agreement. Symphony is not responsible for any delays, cancellations, substitutions, damages, losses or other causes of action experienced by Charterer from alleged actions or omissions by Air Carrier(s) or Air Carrier(s)' agents, or for situations beyond Symphony's control. Symphony is not a direct or indirect "Air Carrier". Symphony does not own or operate any aircraft. All flights are operated by air carriers regulated by Federal Aviation Regulations Part 135 or 121 or foreign equivalent, who maintain full operational control of charter flights at all times. Symphony is acting as the agent for Charterer in the capacity of a service provider.

#### **OPERATION AND DEPARTURE / ARRIVAL TIMES:**

Departure and arrival times are not guaranteed. Times are subject to change with or without notice. Departure and arrival times may change due to availability of aircraft, passenger services, weather, and other factors.

Air Carrier and the captain of the aircraft are authorized to take all necessary measures to ensure safety. He/she/it shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon Charterer and all passengers. Symphony does not control Air Carrier's operations: applicable regulations place sole responsibility on the Air Carrier, and Symphony is not liable for the operation, action, or undertakings of Air Carrier. Costs due to such an operational decision shall be an additional cost to Charterer.



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#### **SECURITY SCREENING:**

Charterer will provide a complete passenger manifest for each flight segment detailing passenger names, weights, and dates of birth as shown on their IDs. All passengers and crew are subject to a search of their baggage and persons prior to entry of any airport secured area. Local airport regulations may also restrict the access to the ramp by ground transportation. All passengers and crew are required to carry valid government-issued photo identification plus applicable travel documents for international flights and failure to provide required documentation may result in delay or cancellation of the flight with penalty. For a list of restricted items that may not be carried onboard the aircraft, please visit [www.tsa.gov](http://www.tsa.gov). Hazardous materials ("HAZMAT") may not be transported aboard any flights. For more details about HAZMAT, please visit <http://phmsa.dot.gov/hazmat/info-center>.

#### **FORCE MAJEURE:**

Symphony shall not be liable for any failure by Symphony to perform its obligations under the Agreement arising from any cause beyond Symphony's control or for any inconvenience, loss, or damage of whatsoever nature incurred by Charterer as a result of cancellation of or delay in the completion of the Charter occasioned directly or indirectly by any cause of whatsoever nature beyond the control of Symphony. Examples of such additional costs and expenses include, without limitation: strikes, lock-outs, or other industrial action, sabotage, civil commotion, riot, invasion, war, civil war, revolution, blockade, threat of or preparation for war, accident, fire, explosion, accidents to or mechanical malfunction or failure of aircraft, hijack, storm, flood, frost, fog, ice, other weather event that makes any part of a flight unsafe; earthquake, subsidence, epidemic, or other natural physical disaster, seizure, confiscation or requisition of aircraft or cargo, non-availability of fuel, refusal

of permits and overflying rights, traffic rights or diplomatic clearance. The Air Carrier and/or Captain of the aircraft shall have absolute discretion in determining when such an event is sufficiently serious to require diversion and/or cancellation of flight(s).

#### **NON-ASSIGNABILITY:**

This Agreement may only be assigned with the prior written consent of Symphony.

#### **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement and understanding between the parties in connection with the charter of the aircraft described herein. No party has relied on any warranty, representation, or indemnity of any other party except as expressly stated in this Agreement. Symphony makes no representations or warranties of any kind, either express or implied, of fitness for a particular purpose, merchantability or otherwise.

#### **CONFIDENTIALITY:**

This Agreement is confidential and its contents shall not be released or disclosed except as required to effectuate the Agreement's terms or as otherwise required by law or court process.

#### **GOVERNING LAW/CHOICE OF VENUE:**

To the extent not governed by applicable federal statutes, the laws of the State of New Hampshire shall govern the validity, construction, and performance of this Agreement and all controversies and claims arising hereunder without regard to its conflict of law principles. Each party hereby consents to the exclusive jurisdiction and venue of the state and federal courts serving Portsmouth, New Hampshire.

#### **INDEMNIFICATION:**

Charterer agrees to indemnify and hold Symphony free and harmless from, and to defend Symphony against any and all claims, actions,



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and demands asserted against Symphony, including any legal fees and expenses incurred in the defense of such claims, actions, and demands, arising out of act(s) or omission(s) of Charterer or Air Carrier(s), its/their agents, officers, employees or flight participants.

**NOTICE:**

All notices and other required communications under this Agreement ("Notices") shall be in writing, and shall be sent to the addresses in the signature blocks set forth below. A Party may change its address by sending Notice to the other Party of the new address. Notices shall be given: (a) by personal delivery to the other Party; (b) by facsimile, with a confirmation sent by registered or certified mail, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) by express courier (e.g. DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by facsimile, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, 3 days after the date of receipt, or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

**LIMITATION OF BROKER LIABILITY:**

IN NO EVENT WILL SYMPHONY BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, EXCEEDING THE AMOUNT PAID BY CHARTERER FOR THE FLIGHT IN QUESTION. CHARTERER WILL INDEMNIFY AND HOLD SYMPHONY HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY SYMPHONY BY REASON OF ANY ACTION

OR OMISSION OF CHARTERER, ITS EMPLOYEES, AGENTS AND GUESTS. FURTHERMORE, CHARTERER AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY CHARTERER, OR ANY EMPLOYEE OR GUEST OF CHARTERER, NORMAL WEAR AND TEAR EXCLUDED.