

AIR CHARTER AGREEMENT

Part 135 Flights Only

This agreement is by and between Symphony Private Jets, LLC, a New Hampshire limited liability company with a principal office address of 62 Durham Street, Portsmouth, NH 03801 (“Symphony”) and _____ with a principal office address of _____ (“Charterer”). Should Charterer fail to execute and return this agreement to Symphony by _____, Symphony may in its sole discretion void the Agreement. At Symphony’s sole discretion, this Agreement is not binding until executed by both parties and payment as hereafter described is received by Symphony’s bank.

CHARTER DETAILS

By signing this Agreement, Charterer appoints Symphony as the authorized agent of Symphony. Symphony is hereby authorized to enter into agreement(s) with air carriers, arrange for charter services, and act on behalf of the Charterer for the following flights:

Date	Departure (Local Time)	Departure Airport	Destination Airport	Aircraft Type	Seats

Catering is not included, but is available for an additional fee.

Symphony reserves the right to substitute aircraft and/or Air Carrier(s) as necessary. Price and availability are subject to change until this Agreement is fully executed. Air Carrier reserves the right to sub-contract or sub-service as necessary.

Charterer authorizes Symphony to execute agreement(s) with Air Carrier(s) and agrees to be bound by such agreement(s), along with any terms and conditions imposed by the Air Carrier(s) or the Air Carrier(s) agents.

CHARTER PRICE, PAYMENT & CANCELLATION

TOTAL CHARTER RATE: _____ U.S. Dollars

PRICE INCLUDES: Taxes and Fees, flight charges, landing fees

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:

As a general policy, Symphony does not accept payment by credit card. Symphony may, in its sole discretion, accept credit cards for payment of charges. Such payments are subject to an additional 4% fee. 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. For credit card issuers that allow payment before the flight has operated, Charterer consents to Symphony charging the credit card upon execution of this Agreement. For credit card issuers that only allow payment after the flight has operated, Charterer consents to Symphony authorizing the credit card upon execution of this Agreement, then charging the credit card after the flight.

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 Jet 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 costs, ground transportation costs, flight phone costs, de-icing costs, crew expenses, air space navigation fees, weather service fees, 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, plus a 4% credit card fee, 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 TIMES:

Departure times are not guaranteed. Times are subject to change with or without notice. Departure 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.

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. 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, 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.

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, 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.

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IN WITNESS WHEREOF, the undersigned parties, duly authorized to execute this agreement, have caused this Agreement to be executed, delivered and effective as of the date of full execution:

ON BEHALF OF BROKER:

Symphony Jets, LLC:

By: _____

Date: _____

Title: Lisa A. Campbell duly authorized

Addressee for Notice:

Symphony Private Jets, LLC

Attn: Lisa Campbell

62 Durham Street

Portsmouth, NH 03801

Tel: (603) 319-4446

Fax: (603) 218-6598

ON BEHALF OF CHARTERER:

By: _____

Date: _____

Addressee for Notice:

Tel: _____

Fax #: _____

Emergency Contact Information:

Name: _____

Address: _____

Relationship: _____

Tel: _____

Symphony Private Jets, LLC
CREDIT CARD AUTHORIZATION FORM

Cardholder's Name: _____

Mailing Address: _____

Billing Address (if different): _____

Cardholder's Telephone: _____

Credit Card Expiration Date: _____

Card Security Code/Card Verification Code: _____

Type of Credit Card (check one):

American Express Visa Mastercard Discover

Charges for base services rendered: _____ U.S.D. (plus 4% fee)

Cardholder's Signature & Authorization: _____

Date: _____

The signature above authorizes Symphony Private Jets, LLC, to place charges for services rendered on the above-credit card account. Cardholder's credit card will be billed for the base services rendered, PLUS any additional fees and charges per the Air Charter Agreement. All credit card charges are subject to a 4% fee.

**PLEASE FILL OUT FORM COMPLETELY, SIGN AND RETURN TO
SYMPHONY PRIVATE JETS. THANK YOU.**

FOR INTERNAL USE ONLY

Credit Card Authorization Code: _____
