



**Availability of Service**

Aviation Consultants Inc. makes no promise or guarantee that service will be available, and reserves the right to delay or cancel flights in the event of unsuitable weather, mechanical malfunction, or any other unsafe condition as determined by an authorized ACI representative. ACI will provide notification of any known flight delays, unsuitable weather conditions, unsafe flight conditions or mechanical delays which will affect the on-time performance of the scheduled flight, and may present purchaser with alternative travel options if so requested. ACI also reserves the right to substitute a same model or larger aircraft for no additional cost to purchaser in the event that the scheduled aircraft is not available for any reason.



**Additional Ground & In-Flight Services**

At purchaser's and/or aircraft passengers' request, ACI will arrange additional services such as passenger lodging, catering, and ground transportation. All expenses incurred on the purchaser/passengers' behalf will be subject to a 20% ACI mark-up. Purchaser also hereby accepts responsibility for any calls or data connections made through the aircraft phone system, billed at the rate of \$4 per minute or fraction thereof, during the time in which the aircraft is providing service on their behalf. Ground charges such as hangar rentals and de-icing fees, as deemed necessary by the flight crew for the safe and timely operation of the aircraft, will be the responsibility of Purchaser even if the charges are outside the scope of the signed quote.



**Security**

All items outlined as prohibited on the TSA Prohibited Items List will not be allowed as carry-on baggage aboard any ACI aircraft. Violations of this policy may result in civil or criminal charges. For further information and the list of prohibited items please visit [www.tsa.gov](http://www.tsa.gov).



**Contraband**

Items and substances prohibited by federal, state, or local laws of the United States, as well as any foreign regulations of the country of origin, transit, or destination, shall not be permitted onboard an ACI aircraft. Items of specific legal exemption may be carried in accordance with applicable regulations.



**Hazmat**

ACI Jet is a non-carrier of hazardous materials and will not accept or transport hazardous material onboard an ACI Jet aircraft. For a list of hazardous/dangerous materials exceptions that may be carried aboard an ACI Jet aircraft see Title 49 CFR Part 175.10 and [https://www.faa.gov/about/initiatives/hazmat\\_safety/](https://www.faa.gov/about/initiatives/hazmat_safety/)



**Itinerary Changes & Delays**

Itinerary changes are subject to aircraft availability and approval from an authorized ACI representative, and purchaser shall be liable for any corresponding additional charges. If the purchaser does not arrive within 60 minutes of the planned departure time, the aircraft may depart if deemed necessary to complete its next trip or for legal obligations. If approved, a late departure can be executed once it has been determined that the itinerary still fits within legal obligations and crew duty times.



**Cancellations**

All flights are subject to the Standard Cancellation Policy once a signed quote is received. In addition, the purchaser will be responsible for all costs incurred for the preparation of the flight including but not limited to permits, handling fees, hotels, airline tickets, catering, and ground transportation.

Domestic	International	One-Way <i>(trips ending at a location other than originating airport)</i>
<48hrs of scheduled departure: 15% of quoted total	<72hrs of scheduled departure: 50% of quoted total	<7 days of scheduled departure: 50% of quoted total
<24hrs of scheduled departure: 30% of quoted total		>72hrs of scheduled departure: 100% of quoted total



**Damage to Aircraft, Limitation of Liability, Brokered Flights & Dispute Jurisdiction**

**Damage to Aircraft:**

Purchaser is responsible for any damage done to an ACI aircraft (normal wear excepted) by any passenger while the aircraft is being operated on purchaser's behalf. Damage that shall not be considered normal wear includes but is not limited to upholstery stains, broken glassware, broken drawers or tables, broken or torn seats, and food or drink spills that require more than 15 minutes to clean up. Smoking aboard any ACI operated aircraft is strictly prohibited and punishable by law. In the event that any passenger violates this rule and smokes while on an ACI aircraft, ACI may terminate the scheduled flight and land at a destination other than what was originally intended with purchaser remaining liable for the entire quoted trip, in addition to a cleaning fee of \$6000 plus materials

**Limitation of Liability:**

Aviation Consultants, Inc. shall, in no event, be liable to purchaser or any individual or entity for any indirect, special and/or consequential damages and/or punitive damages of any kind or nature under any circumstances or for any reason, including any delay and/or failure to furnish the aircraft and/or caused for occasioned by the performance or nonperformance of any services covered by this agreement.

Passengers needing assistance to board or deplane an aircraft are strongly encouraged to arrange for professional help. At the request of the passenger, ACI's flight crews may provide assistance to the best of their abilities, but client acknowledges that flight crewmembers are not trained medical professionals. Purchaser hereby indemnifies and agrees to hold ACI, its officers, agents, and employees harmless from any and all claims related to the occurrence of an injury or accident that occurs while ACI personnel are providing such assistance.

**Brokered Flights:**

Brokers are an agent of their client and are liable for all charges described herein, and will be held accountable to all terms and conditions as set forth in this agreement regardless of the contractual obligations that may exist between the broker and his/her client. Brokers will be solely responsible for the collection and remittance of all applicable Federal Excise Taxes, Segment Taxes, Customs Fees, Immigrations Fees, and APHS Fees.

**Dispute Jurisdiction:**

This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to California's choice of law rules which might otherwise provide for application of a different jurisdiction's substantive laws. Any action or proceeding arising out of or related to this Agreement shall be filed and maintained solely in the state court with subject matter jurisdiction therefor sitting in San Luis Obispo County, California. The parties submit to the personal jurisdiction of such state court and waive the defense of forum non conveniens (inconvenient forum).

**CLIENT ACKNOWLEDGEMENT & SIGNATURE**

**Charter Services**

By signing below, I hereby acknowledge that I have read, understand, and agree to abide by all terms and conditions set forth above, including Aviation Consultants, Inc.'s stated cancellation policy. If applicable, I am also hereby stating that I am an authorized representative of the company and have been granted the authority to sign for and legally bind this company or organization in regards to this agreement

Signature \_\_\_\_\_

Company \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_