



Liberty Air Management

TERMS OF SERVICE

All flights operated by Liberty Air Management, Inc., a Maryland corporation and holder of United States Air Carrier Certificate P6VA209H, hereinafter referred to as Liberty Air, shall be operated in accordance with the following terms of service:

- **Acceptance and Confirmation**

A flight will be confirmed by Liberty Air only upon the client's acceptance of a fixed quote or rate. Said acceptance requires that the signed quote sheet be returned to Liberty Air by fax, at (301)694-9922, or mail to 330 Aviation Way, Suite G, Frederick, MD 21701. Client acknowledges that, by accepting a fixed quote or rate, it has read, and accepts in whole, these terms of service.

- **Availability**

Availability of the aircraft and crew will be confirmed upon the final booking of the client's trip and is subject to change until such time. Changes in itinerary may affect the availability of the aircraft and/or crew, and are subject to review by Liberty Air before availability can be confirmed.

- **Pricing**

Fixed Quote - The price quoted is a fixed amount for the customer requested itinerary, in the aircraft type requested. This price is exclusive of charges for catering, deicing or hanger rental due to inclement weather, customs and immigration fees, international flight charges, flight phone usage, ground transportation or other special requests made by the client. Changes in itinerary, and/or aircraft type requested, will affect the quoted price.

Quotes which are prepared more than fifteen (15) days prior to the actual operation of the flight may be adjusted to account for fluctuation in fuel costs. The client shall have the opportunity to accept or reject the adjusted quote prior to the flight.

Rate Quote – The rate quoted is for an hourly flight rate, measured from aircraft take-off to touchdown, in the aircraft type requested. This rate is exclusive of charges for wait time, landing/ramp fees, crew expenses, remain-overnight (RON) fees, fuel surcharges, catering, deicing or hanger rental due to inclement weather, customs and immigration fees, international flight charges, flight phone usage, ground transportation or other special requests made by the client.

All fixed quotes and rates include a 3% discount for payment by cash, personal or company check (with credit card back-up), certified check, cashier's check or wire transfer. Clients electing to pay by credit card hereby acknowledge the removal of the discount, which shall then be added to the grand total.

Unless otherwise stated, clients representing themselves as charter brokers or other air carriers are responsible for the collection, and remittance, of applicable Federal Passenger Transportation Excise Tax (FET) and passenger segment fees.

• **Payment**

Unless prior arrangements have been made, and approved in writing by Liberty Air, payment in full is required at least twenty four (24) hours prior to the scheduled date and time of departure.

Client further agrees to personally guarantee payment in the event of returned checks or denial by the credit card issuing bank.

The return of a company or personal check shall result in the client's credit card back-up being charged, without further client notification, for the grand total plus the cash discount and a \$35.00 returned check charge. Finance charges shall accrue on any unpaid balance at a rate of 1.5% per month (18% APR).

Clients with returned checks will no longer be eligible for cash discounts.

• **Cancellation**

Flights Of Less Than 48 Hours Duration

Accepted and confirmed flights, of less than forty eight (48) hours duration, must be cancelled more than twenty four (24) hours in advance of the scheduled date and time of departure to avoid cancellation penalties. Cancellation must be personally acknowledged by a representative of Liberty Air for the cancellation to be valid.

Accepted and confirmed flights, of less than forty eight (48) hours duration, cancelled less than twenty four (24) hours, but more than six (6) hours, prior to the scheduled date and time of departure from the aircraft's home base are subject to a charge equal to 50% of the quoted flight time.

Accepted and confirmed flights, of less than forty eight (48) hours duration, cancelled six (6) hours, or less, prior to the scheduled date and time of departure from the aircraft's home base are subject to a charge equal to 100% of the quoted flight time.

Additionally, the client agrees to pay for any costs incurred by Liberty Air in conjunction with the cancellation of an accepted and confirmed flight including, but not limited to, cancellation fees for hotel accommodations, ground transportation, catering and international fees.

Flights Of More Than 48 Hours Duration

Accepted and confirmed flights, of more than forty eight (48) hours duration, must be cancelled more than forty eight (48) hours in advance of the scheduled date and time of departure to avoid cancellation penalties. Cancellation must be personally acknowledged by a representative of Liberty Air for the cancellation to be valid.

Accepted and confirmed flights of more than forty eight (48) hours duration, cancelled less than forty eight (48) hours, but more than twenty four (24) hours, prior to the scheduled date and time of departure from the aircraft's home base are subject to a charge equal to 50% of the quoted flight time.

Accepted and confirmed flights, of more than 48 hours duration, cancelled twenty four (24) hours, or less, prior to the scheduled date and time of departure from the aircraft's home base are subject to a charge equal to 100% of the quoted flight time.

Additionally, the client agrees to pay for any costs incurred by Liberty Air in conjunction with the cancellation of an accepted and confirmed flight including, but not limited to, cancellation fees for hotel accommodations, ground transportation, catering and international fees.

Liberty Air Management Terms of Service (Con't)

• **Limitation of Liability**

Liberty Air shall not be liable for any delay or cancellation caused by weather, mechanical failure, air traffic control, acts of God, or any event or occurrence beyond the reasonable control of Liberty Air. If replacement transportation becomes necessary, Liberty Air shall make every reasonable attempt to arrange, however cannot guarantee, comparable transportation. In the event that Liberty Air is unable to complete any portion of a confirmed trip, the client's financial responsibility shall be limited to that portion of the trip completed.

• **Brokered Flights**

Upon client request, Liberty Air may arrange for flights operated by other certificate holders under their respective air carrier certificate. Under such circumstances, the client shall indemnify and hold harmless Liberty Air against any and all losses.

• **Hazardous Materials**

Liberty Air is prohibited from carrying any hazardous materials such as, but not limited to, fuels, paints, flammable liquids, batteries and explosives.

• **Carriage of Pets/Animals**

Passengers wishing to carry pets onboard the aircraft must obtain prior approval from Liberty Air.

• **Passenger Manifest**

A complete passenger list is required at least twenty four (24) hours prior to the scheduled day and time of departure. Said list shall include passenger names, weights and dates of birth.

Failure to provide a complete passenger list may result in departure delays or denial of boarding.

Acknowledged and Accepted By

Client Signature

Date

Print Name

Title (If Applicable)

Company Name (If Applicable)

Street Address

Quote Number _____

City, State, Zip Code