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## **CHARTER BROKER AGREEMENT**

1. **ENGAGEMENT:** The person or company whose full legal name appears at the end hereof ("Client") hereby engages Orpheus Jets, Inc to act as its broker to arrange for the charter services described on the Charter Itinerary. Orpheus Jets, Inc hereby accepts said engagement and shall act as a broker on behalf of Client from third-party certified air carriers (the "Carrier" or "Carriers") operating under Part 135 of the Federal Aviation Administration ("FAA") Regulations (Title 14 of the Code of Federal Regulations).
  
2. **RESERVATIONS:**
  - a. The attached Charter Itinerary contains a confirmation number, estimated price quote, date(s) and departure time(s) of travel, flight segments, aircraft type, and other requests specified by Client. By signing below, Client is agreeing to the Charter Itinerary and the terms of this Agreement, which will become effective only after Orpheus Jets, Inc signs below and the Carrier has agreed to the Charter Itinerary.
  
  - b. Client understands and acknowledges that the cancellation of the Charter Itinerary or any portion thereof within 72 hours of the beginning of the scheduled trip will result in a cancellation charge (not to exceed the cost of the canceled trip) equal to the greater of: (i) the costs incurred for specifically positioning and repositioning an aircraft and flight crew in preparation for or following the cancelled trip, or (ii) flight charges equivalent to two to three hours of operation for each day of the cancelled itinerary. In addition, if the Charter Itinerary has been partially completed, the cancellation charge will include the costs incurred as a result of partial completion of the itinerary, including but not limited to the return of the aircraft to its base.
  
  - c. Client will not be charged for flights cancelled more than 72 hours prior to departure except for those expenses or cancellation fees specifically incurred by Orpheus Jets, Inc in preparation for such flights, or except for those instances when an advance deposit is required and Client has been informed of the cancellation fee.
  
3. **PRICE QUOTES:** The cost estimate provided to Client for the Charter Itinerary is just an estimate. It is subject to the following adjustments, and Client hereby agrees to pay the amount due after the adjustments have been made, as set forth in an invoice sent to Client after completion (or cancellation, as applicable) of the Charter Itinerary:

- a. Domestic and international flights may be subject to the federal excise tax and federal departure tax, respectively. Orpheus Jets, Inc will add the applicable tax, using the current rate, to each charter invoice, and Client will pay such amounts.
  - b. Client understands that the cost estimate provided by Orpheus Jets, Inc will include estimates for certain cost items. Client will pay the actual amount of applicable taxes, over-flight permits, landing charges, catering costs, flight phone, customs fees, crew trip expenses, and similar out-of-pocket expenses relating to the services provided should these amounts differ from the original cost estimate.
  - c. If a deviation from the original itinerary is requested by Client and agreed to by Orpheus Jets, Inc and the Carrier or necessitated by Client's actions, then the amount owed by Client to Orpheus Jets, Inc may differ from the original cost estimate.
4. **PAYMENT TERMS:** Orpheus Jets, Inc may require either payment of the cost estimate in the Charter Itinerary in advance or an acceptable credit card guarantee. By providing a credit card information, Client hereby authorizes Orpheus Jets, Inc to charge the card if Client does not make payment by another means. However, the credit card will only be charged if Orpheus Jets, Inc fails to receive payment from Client within seven (7) days after Client receives an itemized invoice sent after completion of the Charter Itinerary. Client will pay Orpheus Jets, Inc (a) the rate of the lower of (i) one percent per month, or (ii) the highest percentage permitted by law on any charges outstanding more than 30 days after receipt of invoice, plus (b) the reasonable costs (including attorneys' fees) for the collection of any past due fees, expenses and charges there under.
  5. **ACKNOWLEDGMENT OF OPERATIONS:** Client acknowledges that Orpheus Jets, Inc is acting solely as a broker and is not an air carrier and is not operating the flights Client authorizes Orpheus Jets, Inc to book on Client's behalf. The Carriers have sole responsibility, liability and control of all aspects of the aircraft charter services provided to Client, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation condition and safety of the flight, passengers, baggage and cargo and other people and events associated with air travel, such as crew performance and catering services.
  6. **SAFETY OF OPERATION:** Without limitation, Client acknowledges and agree that the air charter suppliers and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of flights.
  7. **FORCE MAJEURE:** Orpheus Jets, Inc will not be deemed to be in breach of its obligations hereunder or have any liability for any delay, cancellation or damage arising in whole or in part from any act of God, act of nature, acts of civil or military

authority, strike or labor dispute, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of Orpheus Jets, Inc or the carrier.

**8. DAMAGES:**

- a. Neither the Carrier nor Orpheus Jets, Inc shall have liability or responsibility for delay, cancellation or failure to furnish any service to be provided when caused by mechanical difficulty, weather conditions, acts of god, war, civil commotion, strikes or labor disputes, government regulation, law, rule or authority, or any causes beyond their reasonable respective control;
- b. Client assumes all liability and responsibility for Client's safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with air reservations and travel arranged by us and performed by the Carrier;
- c. Client, its agents, guests or passengers or any employees, if applicable, shall not engage in any act or possess any substance or allow cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter; and
- d. Orpheus Jets, Inc makes no representations or warranties of any kind, either express or implied, as to any matter limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise.
- e. If the Client's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the Carrier for death or personal injury and for loss of or damage to baggage.
- f. Client shall indemnify and hold harmless Orpheus Jets, Inc, its affiliates and all of their officers, directors, employees, legal representatives and other agents, successors and assigns (the "indemnified parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the indemnified parties as a result of the services performed hereunder on Client's behalf.
- g. IN NO EVENT WILL ORPHEUS JETS, INC BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, EXCEEDING THE AMOUNT PAID BY CLIENT FOR THE FLIGHT IN QUESTION. CLIENT WILL INDEMNIFY AND HOLD ORPHEUS JETS, INC HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY ORPHEUS JETS, INC BY REASON OF ANY ACTION OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS AND GUESTS. FURTHERMORE, CLIENT AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY CLIENT, OR ANY EMPLOYEE OR GUEST OF CLIENT, NORMAL WEAR AND TEAR EXCLUDED.

9. **REGULATIONS:** This Agreement is subject to all applicable rules, regulations, approvals, and certifications in effect from time to time including, but not limited to, those promulgated by the FAA, which now or hereafter may be imposed or required. The law of the State of New York governs this Agreement. The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision hereof. It is understood and agreed that this Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No terms or provisions of this Agreement may be changed except by written instrument signed by both parties.



Client's Full Legal Name:

Orpheus Jets, Inc.

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

By:

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: