



## **AIR CHARTER CONTRACT**

### **DEFINED TERMS**

References below to “Sections” mean Sections in the *Terms and Conditions* unless otherwise specified. Other capitalized terms used in the Contract that are not listed below are defined elsewhere in the Contract.

“***Additional Expenses***” means the out-of-pocket costs of goods and services related to the Services, including: (a) flight and ground handling fees, landing fees, fees for Approvals, navigational fees, overflight permit fees, parking and ramp fees, airport terminal and FBO fees, security fees and fees for other ground-related services and activities (which may include hangaring of the Aircraft away from its home base if determined by HWA to be advisable or necessary); and (b) additional crew expenses, including costs for crew accommodations, per-diem and related expenses.

“***Air Carrier Certificate***” means the air carrier certificate described in Section 1.

“***Air Charter Charge***” is the amount labeled as such on the Trip Summary.

“***Air Charter Charge Adjustment(s)***” means any increases or decreases in the Air Charter Charge as provided in Section 4(b).

“***Aircraft***” is the aircraft identified on the Trip Summary.

“***Applicable Law***” means all laws applicable to the subject matter of the Contract, including all Charter Regulations; statutes; treaties; conventions; judgments; decrees; injunctions; writs and orders of any court, governmental agency or authority; and all rules, regulations, orders, directives, licenses and permits, as amended and revised, of the DOT, the FAA, the TSA or any other any governmental body, instrumentality, agency or authority, and any judicial or administrative interpretation thereof.

“***Approvals***” means the airport and governmental permits and authorizations for the Flights.

“***baggage***” means all baggage, luggage and other property of and carried onto the Aircraft by a passenger or checked by a passenger for carriage on the Aircraft.

“***Base Document***” means the separate document (defined therein as the “Base Document”) signed by HWA and Charterer (or by Broker its authorized agent) which is a part of the Contract.



“**Base Fuel Price**” is the price per US gallon of fuel included in the Common Carriage Charge and which is a factor in determining a portion of the Total Fuel Cost.

“**Block Time**” means the hours shown on the Trip Summary for each Flight segment of the Flight Schedule.

“**Broker**” means the person or entity identified as such in the Trip Summary. *If no Broker is identified in the Trip Summary, then references in the Contract to “Broker” are not applicable.*

“**C.F.R.**” means the United States Code of Federal Regulations.

“**cargo**” means items carried by or for Charterer on the Aircraft that are not the property of any particular passenger but that are directly related or incidental to the purpose of the Flights (for example, sporting equipment associated with passengers that are sporting team, or musical or stage equipment associated with passengers that are a musical or performance group).

“**Cargo Provisions**” means the document of that title on the HWA website that is part of the Contract and is referenced in Section 1(c) of the Base Document.

“**Catering**” means the “Catering” described on the Trip Summary.

“**Charterer**” means the person or entity identified as such in the Trip Summary.

“**Charterer Party**” means any of Charterer and its passengers, owners, members, employees, contractors, agents, representatives and affiliates (and the respective owners, members, employees, contractors, agents and representatives of such affiliates).

“**Charter Regulations**” means regulations and related policy statements issued by the DOT as found in or related to FAR Parts 212, 372, 380 and 399.

“**commercially reasonable efforts**” means one or more actions reasonably calculated to achieve the stated objective, giving due regard to the information reasonably available at the relevant time and the potential cost and does not require taking every conceivable reasonable action or assuming undue hardship.

“**Common Carriage Charge**” is the amount labeled as such on the Trip Summary.

“**Contract**” means this Air Charter Contract which is comprised of the Trip Summary, the Base Document, the *Terms and Conditions*, the *Defined Terms*, the *Notice to Passengers*, the *Insurance Provisions* and the *Cargo Provisions*.

“**Convention**” means (a) the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Montreal, Canada on May 28, 1999 (known as the Montreal Convention or the Montreal 1999 Convention) or its predecessor, the Convention for



the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, Poland on October 2, 1929, as subsequently amended from time to time (known as the Warsaw Convention), and (b) all existing and future amendments thereto.

“**Defined Terms**” means this document on the HWA website that is a part of the Contract and is referenced as such in Section 1(c) of the Base Document.

“**Depository Bank**” is the bank identified on the Trip Summary to which advance payments of the Air Charter Charge and the Air Charter Charge Adjustments are to be made.

“**DOT**” means the United States Department of Transportation.

“**FAA**” means the United States Federal Aviation Administration.

“**FAR**” or “**FARs**” means the 14 Code of Federal Regulations Parts 1-399.

“**FBO**” means a fixed base operator at an airport.

“**Flight**” means each separate flight segment set forth in the Flight Schedule operated by HWA.

“**Flights**” means all the flights set forth in the Flight Schedule operated by HWA.

“**Flight Schedule**” means the “Flight Schedule” set forth on the Trip Summary.

“**Force Majeure**” means an event or cause beyond the reasonable control of HWA as determined by HWA, including strikes, lock-out, civil commotion, war or warlike operations or likely imminence thereof, riots, terrorism, civil war, blockade, embargo, acts or omissions of governmental authorities or civil aviation authorities, acts of God, wind, fire, flood, fog, frost, ice, storms, other meteorological conditions, epidemics, quarantine, hijacking, requisition of the Aircraft by governmental authorities, breakdown, maintenance or repair of the Aircraft (excluding a breakdown to the extent resulting from HWA’s failure to maintain the Aircraft in accordance with stated manufacturer or FAA regulatory requirements) or accident to the Aircraft, air traffic control delays or similar delays, sickness of a crew member or if the safety of the crew and/or passengers and/or property is deemed by the Aircraft Captain or HWA’s Director of Operations to be in jeopardy.

“**Fuel Surcharge**” means the portion, if any, of the Total Fuel Cost charged to Charterer by HWA in excess of the cost of fuel included in the Common Carriage Charge (a product of Base Fuel Price), an estimate of which is designated on the Trip Summary as the “**Estimated Fuel Surcharge**”.

“**Hourly Block Time Charge**” means the Common Carriage Charge divided by the Total Block Time (shown on the Trip Summary) for all Flight segments of the Flight Schedule.



“**HWA**” means Hillwood Airways, LLC, a Texas limited liability company.

“**HWA Indemnified Parties**” means HWA and its owners, members, employees, contractors, agents, representatives and affiliates (and the respective owners, members, employees, contractors, agents and representatives of such affiliates).

“**Insurance Provisions**” means the document of that title on the HWA website that is part of the Contract and is referenced in Section 1(c) of the Base Document.

“**Notice to Passengers**” means the document of that title on the HWA website that is a part of the Contract and is referenced as such in Section 1(c) of the Base Document.

“**Parties**” means both Charterer and HWA.

“**Party**” means either Charterer or HWA, as applicable.

“**passengers**” means the passengers of Charterer on a Flight.

“**Payment Schedule**” means the amounts and timing of the payments of the Air Charterer Charge as set forth in the “Payment Schedule” on the Trip Summary.

“**Services**” means the air charter transportation services, including the Flights, to be provided by HWA described in Section 3(a).

“**Terms and Conditions**” means the document of that title on the HWA website that is part of the Contract and is referenced in Section 1(c) of the Base Document.

“**Total Fuel Cost**” means the total cost of fuel charged to Charterer by HWA for the Flights and for any positioning flights to or from any of the Flights, including all related taxes, fuel purchasing fees and into-plane fees.

“**Trip Summary**” means the page or pages (including attached addenda, if any) that precede the first page of the Base Document, is referenced in Section 1(a) of the Base Document and is entitled “Trip Summary”.

“**TSA**” means the United States Transportation Security Administration.

“**USD**” means United States dollars, the currency for all payments and amounts of costs, charges and prices referenced in the Contract.

END.