

Factual Report – Attachment 11
Charter Information

OPERATIONAL FACTORS

CEN17MA183

Company: Jacob Karasiewicz · JetSmarter, Inc.
Phone: [REDACTED]
 [REDACTED].com

Quote Number : # 155609
Date Quoted: 5/12/2017
Aircraft : LR-35A - N452DA
Operated By : Certificate #:1QUA578N

Depart		Arrive		Pax	Miles	Flt Time
TETERBORO, NJ (TEB)	05/15/17 07:22 AM	BEDFORD, MA (BED)	05/15/17 08:00 AM	0	158	0 hr 38 min
BEDFORD, MA (BED)	05/15/17 09:00 AM	PHILADELPHIA, PA (PHL)	05/15/17 10:05 AM	2	237	1 hr 4 min
PHILADELPHIA, PA (PHL)	05/15/17 10:35 PM	TETERBORO, NJ (TEB)	05/15/17 11:06 PM	0	80	0 hr 31 min
			Total	2	475	2 hrs 13 min

Customer is responsible for payment of all taxes, FET, and segment fees.



Landing Fees: [REDACTED]
 Ramp Fees: [REDACTED]
 Flight Charges: [REDACTED]
 Discount: [REDACTED]
 Sub Total: [REDACTED]
Total Charges: \$ [REDACTED]

Signature _____
 [REDACTED]

Date 5.13.2017

I. AGREEMENT. This Agreement, between Trans-Pacific Jets ("Trans-Pac") and the air charter client listed on the associated trip confirmation itinerary sets forth the terms and conditions of that charter flights or series of charter flights conducted by Trans-Pac for the Client, to be conducted in either Trans-Pac aircraft or by subcontractors to Trans-Pac. This Agreement does not constitute a commitment on the part of either party for any particular charter flight unless and until an aircraft charter confirmation is provided to the Client by Trans-Pac.

II. CHARTER QUOTES & CONFIRMATION. Trans-Pac has provided a written price quote for specific trip itinerary at the request of the Client. All quotes are based on availability of aircraft and do not represent a commitment on the part of Trans-Pac to provide a specific aircraft or price. Upon acceptance of the quote by Client, Trans-Pac will confirm the details of the charter flight by telefax or electronic mail. This written trip confirmation shall include the times, dates, itinerary, aircraft type and quoted price of the charter flight. Any deviations from the confirmed itinerary, times, dates, or aircraft type may cause a change to the confirmed price and are subject to aircraft and crew availability. Trans-Pac's quotes are based on certain estimated costs and occasionally the final billing price may differ from the quoted price.

III. CHARTER RATES & TARIFFS. (A). The Client agrees to pay for charter services according to the rates in effect at the time of the confirmation as enumerated on the corresponding charter confirmation. (B). The standard rates for charter are subject to change without notice to the Client and, therefore, the written quote shall supersede any published rates. (C). The Client agrees to pay for expenses that are necessary for the safe and expeditious operation of the charter. These include, but are not limited to, applicable taxes, airport usage fees, overflight permits, de-icing, hangar international handling fees, catering, crew trip expenses, or other similar charges. (D). Federal Excise Tax ("FET"), which is currently at 7.5% plus \$4.00 per passenger per segment on domestic passenger flights and 7.5% on domestic cargo flights, will be collected at the rate in effect at the time on all charter of applicable aircraft. International flights are subject to a passenger ticket tax, which is currently \$17.50 per passenger. Amounts for the FET will be enumerated on the invoice for each trip. In cases where Trans-Pac's services are being resold to an end user, the Client agrees to provide evidence of the Client's authorization to collect FET and further agrees to pay all applicable FET. The Client agrees to hold harmless and indemnify Trans-Pac against any actions that arise due to failure by the Client to collect and pay the appropriate FET.

IV. CANCELLATION OF CONFIRMED FLIGHTS BY THE CLIENT. Upon acceptance of the written confirmation by the Client, the flight is considered confirmed and Trans-Pac agrees to deny any other requests for trips that will conflict with the confirmed itinerary. A confirmed charter flight may be cancelled verbally by an authorized person 48 hours prior to the proposed time of departure without charge. For cancellations that occur within 48 hours of proposed departure time, the Client agrees to pay an amount equal to 25% of the total price quote or the prorated cost for the portion of the charter completed at the time of cancellation or a two hour minimum flight charge, whichever is greatest. If Client does not arrive for the charter flight or otherwise cancels the charter flight through a failure to arrive at the aircraft within a time allowable for the flight crew to complete the charter flight within the duty period specified by applicable federal regulations, the Client agrees to pay the full charter flight cost as defined by the written trip confirmation. During peak travel periods, the Client will pay the full charter flight cost as defined by the written trip confirmation for any cancellation. Peak travel days are defined as any official US national holiday (listed on www.opm.gov), three (3) days prior to a holiday and one (1) day after.

V. ACCOUNTING AND BILLING. (A). Unless prior credit arrangements exist, the quoted price for a specific flight shall be paid in advance of the departure date in immediately available funds. Trans-Pac has no obligation to perform any charter flight unless the agreed payment has been remitted in full by the Client. (B). Trans-Pac will invoice credit-approved Clients upon completion of the charter flight. Payment shall be due upon receipt of the invoice. Such payment shall be made without notice, demand, counter-claim, set-off, or deduction whatsoever. (C). If the Client named herein is a corporation, limited liability company, partnership, or similar entity and credit terms are approved, the Client and the signatory to this Agreement acknowledge and agree that in consideration of the granting of credit, both the entity named herein and the individual signatory personally guarantee all extensions of credit hereunder. If credit terms are approved, all charges subject to the credit limit assigned and any other credit terms imposed by Trans-Pac. Non-compliance with terms of payment shall operate as a breach of this Agreement and shall entitle Trans-Pac to pursue its remedies for such breach including without limitation reimbursement for cost of collection and attorney's fees. (D). Client shall pay interest at a rate of one and one half percent per month on all invoice amounts outstanding for more than thirty days after invoice date. If the Client account should be referred to collection, the Client shall be responsible for the reasonable costs for Trans-Pac to pursue its remedies, including attorney's fees, expenses and interest charges hereunder.

VI. TRAVEL DOCUMENTS. In accordance with applicable US Transportation Security Administration and US Federal Aviation Administration, each passenger over the age of 18 on a flight operated by Trans-Pac must present government-issued photo identification prior to boarding the aircraft. Additional requirements for travel, inclusive of those documents required by a foreign state or for travel outside the United States, are the responsibility of each passenger.

VII. DISCLAIMER OF RESPONSIBILITY FOR DELAY OR CANCELLATION. (A). Trans-Pac shall not be liable for any delay or failure to perform in connection with any flight or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands, and orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical discrepancy, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of Trans-Pac. Trans-Pac is hereby released from any claim or demand for any direct consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated. (B). At the time of written trip confirmation, Trans-Pac will reserve the aircraft for the Client. In the event that the reserved aircraft subsequently becomes unavailable for the Client's trip due to unforeseen circumstances such as mechanical problems or other events beyond the control of Trans-Pac, Trans-Pac will make every effort to provide equivalent aircraft at the quoted price. If an equivalent replacement aircraft cannot be found, Trans-Pac makes no guarantee of the original price quote, and may offer the Client a suitable aircraft at its appropriate rate.

VIII. LIMITATION OF LIABILITY. (A). Trans-Pac's liability for loss or damage to any property (including baggage, personal effects or cargo) of the Client shall be limited to \$500 per passenger. If requested by the Client, and upon reasonable notice, Trans-Pac may provide higher liability coverage for the property of Client in consideration of an additional charge to be imposed hereunder. (B). Under no circumstances shall either party be liable for any consequential, indirect, or special damages whether in contract, strict liability, or negligence. Client shall be responsible for any damage to the aircraft caused directly or indirectly by an employee, guest, or agent of the Client.

IX. AUTHORITY FOR OPERATIONS. All aircraft marketed by Trans-Pac on behalf of SunQuest Executive Air Charter LLC operate under Title 14 of the Code of Federal Regulations Part 135 and holds an FAA-issued Air Carrier Certificate, number 1QUA578N. Subcontractors to Trans-Pac are operated under Title 14 of the Code of Federal Regulations Part 135 and operate all flights on behalf of Trans-Pac under the authority granted by their respected FAA-issued Air Carrier Certificates, in which case the Client shall hold harmless and shall indemnify Trans-Pac against any and all losses.

X. SUBSTITUTE AGREEMENT. (A). Unless a substitute written agreement is executed hereafter; all flights conducted by Trans-Pac for the Client shall be governed by the terms of this Agreement. The parties agree that Trans-Pac shall be permitted to subcontract aircraft charter services hereunder.

XI. GOVERNING LAW. This Agreement is subject to the provisions of the Federal Aviation Act of 1958, as amended, and the terms, conditions, limitations, rules and regulations set forth in applicable governing regulations or other approvals as may be required. This Agreement shall be governed by the laws of the State of Hawaii, and the Client agrees to jurisdiction in that state.

I hereby accept the terms and conditions defined by this document, as they pertain to the charter flight associated with the itinerary number referenced in section I.

Signature: _____

Printed Name: _____

METHOD OF PAYMENT (check applicable):

Prepay by check, wire transfer

WIRING INSTRUCTIONS – Bank of Hawaii - Ala Moana Banking Center, 1441 Kapiolani Blvd. Honolulu, HI 96814
ACCT #: 0083496649 RTG #: 121301028(wire) SWIFT #: BOHIUS77

Credit card payment.

CC#: _____ Expiration _____

Date: _____

Fort Lauderdale, FL

Customer JetSmarter, Inc. **Trip #** 15556 **Last Updated** 05/13/2017 01:55 PM EST

Leg 1 **LR-35A (N452DA)** **0hr 38min** **158 nm** **0 PAX**
 Operated By: 1QUA578N

	Airport	FBO
Depart 7:22 AM Monday, May 15	TEB - Teterboro Teterboro, NJ	Jet Aviation 201-462-4000 112 Charles A. Lindberg Dr. Teterboro Airport Teterboro NJ 07608
Arrive 8:00 AM Monday, May 15	BED - Laurence G Hanscom Fld Bedford, MA	Jet Aviation 781-274-0030 380 Hanscom Dr. Hanscom Field Bedford MA 01730

Pilots (PIC) William Ramsey Jeffrey Alino (SIC)

Leg 2 **LR-35A (N452DA)** **1hr 4min** **237 nm** **0 PAX**
 Operated By: 1QUA578N

	Airport	FBO
Depart 9:00 AM Monday, May 15	BED - Laurence G Hanscom Fld Bedford, MA	Jet Aviation 781-274-0030 380 Hanscom Dr. Hanscom Field Bedford MA 01730
Arrive 10:04 AM Monday, May 15	PHL - Philadelphia Intl Philadelphia, PA	Atlantic Aviation 215-492-7060 8375 Enterprise Ave Philadelphia PA 19153

Pilots (PIC) William Ramsey Jeffrey Alino (SIC)

Leg 3 **LR-35A (N452DA)** **0hr 31min** **80 nm** **0 PAX**
 Operated By: 1QUA578N

	Airport	FBO
Depart 10:35 PM Monday, May 15	PHL - Philadelphia Intl Philadelphia, PA	Atlantic Aviation 215-492-7060 8375 Enterprise Ave Philadelphia PA 19153
Arrive 11:06 PM Monday, May 15	TEB - Teterboro Teterboro, NJ	Jet Aviation 201-462-4000 112 Charles A. Lindberg Dr. Teterboro Airport Teterboro NJ 07608

Pilots (PIC) William Ramsey Jeffrey Alino (SIC)