

# JET CHARTER AGREEMENT

Pro-forma Revised 10/26/2009

# JET-GUEST

Charter Date:	Operator Trip No:	Jet-Guest Charter No:	Jet-Guest, LLC PO Box 10420 Aspen, CO 81612	Broker: Tel: 970 925 9898 Broker@jet-guest.com
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## Parties

Name: Address: City, State, Zip: E-mail address: Fax: Telephone: Cell phone: Contact person:	Charterer:	Name: Address: City, State, Zip: E-mail address: Fax: Telephone: Cell phone: Contact person:	Operator:
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## Jet Specifications

Tail No:	Serial No:	Built:	Range in NM:
Make/Model:	Category:	Lavatory:	Speed in Knots:
Pilot in Command (PIC):	Second in Command (SIC):	Maximum Passenger Seating:	Maximum Payload (pax+bags) in lbs:
Insurance Coverage:	Insurance Expiry Date:	Insurance Company:	
Independent Safety Audit Certification: (Minimum Wyvern PASS or ARG/US Gold)	Federal Aviation Authority: Part 135 Cert. No: Part 135 Cert. Name: Doing Business As Name:		

## Other Flight Information

Number of Passengers (Intended):			
Catering:	Pets:	Oxygen:	Firearms:

Charterer's  
Initials:

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Operator's  
Initials:

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# JET-GUEST

## Other Terms, Conditions and Exceptions

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## Flight Itinerary

1st Leg: Airports: Time (local): Date: Terminal/FBO: Address: City, State, Zip: Telephone:	Departure:	Destination:	Information: N miles. Duration. 0 Fuel stop.
2nd Leg: Airports: Time (local): Date: Terminal/FBO: Address: City, State, Zip: Telephone:	Departure:	Destination:	Information: N miles. Duration. 0 Fuel stops
3rd Leg: Airports: Time (local): Date: Terminal/FBO: Address: City, State, Zip: Telephone:	Departure:	Destination:	Information: N miles. Duration. 0 Fuel stop.
4th Leg: Airports: Time (local): Date: Terminal/FBO: Address: City, State, Zip: Telephone:	Departure:	Destination:	Information: N miles. Duration. 0 Fuel stops

Charterer's  
Initials:

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Operator's  
Initials:

## Price

<p>Charter Price: \$ ..... All-inclusive.</p>	<p>The Charter Price is a 'fixed' or 'firm' price (not an estimate) for a trip between specified airports and is not tied to a specific flight time or distance. The Charter Price includes all costs, fees and charges to the Charterer, including the following, inter alia, if applicable:</p> <ul style="list-style-type: none"> <li>a) Brokerage Commission (See adjacent box) on the 'gross' Charter Price to Jet-Guest, but not to be less than \$800 and not more than \$8,000.</li> <li>b) \$150 for Wyvern PASS or ARG/US TripCHEQ report if ordered by Jet-Guest.</li> <li>c) 7.5% Federal Excise Tax (FET), as applicable by law.</li> <li>d) Federal Segment Fee, currently \$3.60 per takeoff/landing, or as applicable by law.</li> <li>e) Standard Food Tray specified in Section 13.</li> <li>f) International Fees, as applicable by law.</li> <li>g) Fuel surcharges.</li> <li>h) Landing, ramp, handling, parking and hanger fees.</li> <li>i) FBO and Facilities use charges.</li> <li>j) Repositioning fees.</li> <li>k) Jet taxi time.</li> <li>l) Special cleaning after pets, etc.</li> </ul> <p><b>Specifically NOT included in the Charter Price:</b></p> <ul style="list-style-type: none"> <li>a) Catering not specified in Section 13.</li> <li>b) Flight-phone charges, if jet is so equipped.</li> <li>c) De-icing cost if de-icing is required, or a hanger fee to avoid the need to de-ice.</li> <li>d) Ground transportation.</li> <li>e) Itinerary changes.</li> <li>f) Extra cost, if FBO selected by Charterer.</li> <li>g) Extraordinary delays – see Section 7.</li> </ul>
<p>Brokerage Commission on gross Charter Price:  <b>8.0%</b></p>	

## Cancellation Penalties

<p>Charterer may cancel this Charter with the following notices before departure date with the following penalties as a percentage of the Charter Price:</p> <ul style="list-style-type: none"> <li>% more than 72 hours prior but less than 72 hours before departure.</li> <li>% more than 48 hours prior but less than 72 hours before departure.</li> <li>% more than 24 hours prior but less than 48 hours before departure.</li> <li>% less than 24 hours before departure.</li> </ul>	<p><b>Cancellation:</b></p>
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## Payment

Payment:

**Payment by Charterer** - Charterer shall deposit with Jet-Guest or the Jet Operator at least two (2) business days prior to the first Departure Date specified in the Flight Itinerary the full Charter Price. Charterer shall make such deposit by:

(Delete the 4 options not applicable):

1 - Wire transfer to Jet-Guest:

Alpine Bank  
ABA No: 102103407  
A/C Name: Jet-Guest, LLC - Trust Account  
A/C No: 2021007904

Or:

2 - Certified check drawn on Charterer's account made to order of: Jet-Guest, LLC – Trust Account

Or:

3 - Wire transfer directly to Operator (Operator's bank/account details as shown below)

Or:

4 - Certified check drawn on Charterer's account made to order of the Jet Operator

Or:

5 - Charterer authorizes Operator to debit, within two (2) days of completion of the Charter, the same Credit Card supplied by Charterer to secure payment for this Charter for the full Charter Price and to add a four (4.0%) service fee, (if permitted by law) which Charterer agrees is fair and reasonable.

**Payment to Operator** – In the event Charterer has deposited the full Charter Price into the Jet-Guest Trust Account, Jet-Guest shall cause Operator to be paid not later than one (1) business day after take-off on the 1st Leg specified in the Flight Itinerary, the full Charter Price less Jet-Guest's commission and \$150 for the Wyvern PASS or ARG/US TripCHEQ report ordered by Jet-Guest.

Operator's bank/account transfer details:

Bank Name: .....  
ABA No: .....  
A/C Name: .....  
A/C No: .....

Charterer authorizes Operator to debit, within two (2) days of completion of the Charter, the same Credit Card supplied by Charterer to secure payment for this Charter for any cancellation fee, de-icing charges, flight-phone charges, non-standard catering, ground-transportation and/or any other charges specifically ordered by Charterer and to add a four (4.0%) service fee, (if permitted by law) which Charterer agrees is fair and reasonable.

**Payment to Broker** – In the event Charterer does not deposit the full Charter Price with Jet-Guest, Operator shall send a check for Jet-Guest's commission to Jet-Guest within two (2) business days of completion of the Charter.

## Payment Security

Payment Security:

In the event Operator has not received payment of the Charter Price less commission within forty-eight (48) hours of completion of this Charter, I hereby authorize Operator:

Name: .....  
Address: .....  
City, State, Zip: .....

To charge the Charter Price and/or any of the following:

- a) Catering ordered by Charterer beyond that which is specified in Section 13;
- b) Ground transportation arranged for Charterer by Operator;
- c) Flight-phone charges made by Charterer, if already known; and
- d) De-icing or hanger cost, if already known;
- e) And to add a four (4.0%) service fee, (if permitted by law) which Charterer agrees is fair and reasonable.

To the following credit card:

Credit Card Type: .....	Card holder Name: .....
Credit Card Number: .....	Billing Address: .....
Credit Card Expiry date: .....	City, State, Zip. ....
Credit Card V Code: .....	

I confirm that I am a duly authorized signatory of the following credit card account.

I confirm that the attached copy of the driver's license and credit card were made by me on this date.

**Cardholder's Signature:**

**Cardholder Name:**

X

X

## Signatures for the Jet Charter Agreement

<b>Charterer's Signature:</b>	<b>Jet Operator's Signature:</b>
By: X	By: X
Title:	Title:

N.B. Operator: Please remember to fax the Certificate of Insurance when sending Charter back to Jet-Guest.

Charterer: Please remember to fax an enlarged copy of the Credit Card and card holder's Driver's License.

The following Terms and Conditions shall govern the flight(s) set forth on the preceding pages of this document (the "Jet Charter Agreement"). The Jet Charter Agreement and the following Terms and Conditions shall constitute the "Agreement" or "Charter" between the Operator and Charterer (each, a "Party", together, the "Parties") with respect to the flight(s) specified herein.

Operator agrees to supply and Charterer agrees to purchase the jet charter services specified on the Jet Charter Agreement pursuant to the following Terms and Conditions.

1. **Engagement.** The aircraft described under the heading 'Jet Specifications' (hereinafter "Jet" without regard to whether the aircraft is a pure jet, turbojet, turbofan, turboprop, piston-powered or a helicopter) being fit and in every way ready for the flight(s) shall be at the first Departure Airport and Terminal specified in the Flight Itinerary at least one hour prior to the departure time specified in the Flight Itinerary and, prior to departure load the passengers, their baggage and any items described in Other Flight Information. The Jet shall fly the passengers and/or baggage by the most direct route permitted by air traffic authorities and the weather in accordance with the Legs specified in the Flight Itinerary and there safely deliver and unload the passengers and/or baggage to the Airport and Terminal specified in the Flight Itinerary. Although this charter is for a trip between certain airports, the Charter Price is not tied to a specific flying time or distance or number of passengers.
2. **Crews.** All Crews assigned to flight(s) in this charter must have current information on file with Aviation Research Group/US, Inc. ("ARG/US") and/or Wyvern Consulting Limited ("Wyvern"). Flight crews that do not pass an ARG/US TripCHEQ with a 'Green Light' or a Wyvern PASS, whichever is specified in Jet Specifications, shall not be used on this charter. As soon as known by Operator, Operator shall provide the names of the flight Crew to Jet-Guest in a format sufficient for Jet-Guest to make an inquiry with an independent safety organization; should the information change, Operator shall update and/or amend same. Pilots and co-pilots must be dressed in professional uniforms.
3. **Safety of Operations.** Operator and/or its pilots, crewmembers, employees and/or agents who hold operational control of the flight(s) (the "Crew") shall be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation, and termination of flights. Operator warrants that:
  - a) The flight will be conducted in all respects in accordance with the regulations of the US Department of Transportation and the Federal Aviation Administration (FAA) and/or any other regulator having jurisdiction over the flight;
  - b) The Operator, Jet and Crew have successfully undergone all inspections and certifications required for this particular aircraft type and this particular flight and are properly rated;
  - c) The Jet and Crew's currency requirements are met;
  - d) The Crew's medical certificates are valid for the duration of this Charter;
  - e) At the time of flight the Jet will have undergone and passed all required preflight inspections and checklists;
  - f) The Crew will follow all instructions from Air Traffic Control (ATC) faithfully;
  - g) Operator will not permit the Jet or its Crew to fly if doing so would contravene any order from any governmental agency or other organization having authority to issue such an order;
  - h) No smoking is permitted onboard the Jet. Smoking is permitted only within the designated areas of each terminal or FBO;
  - i) Operator will require from Charterer a list of passenger, baggage and pet weights in order to ensure compliance with FAA regulations, and;

- j) Crew will perform security inspections of passengers and baggage in accordance with FAA and Transportation Safety Administration (TSA) requirement and regulations.
4. **Regulations.** The Parties intend to comply with all applicable FAA and TSA rules, regulations, and directives, which now or hereafter may be imposed or required. Should any term of this Charter contravene any FAA or TSA rule, regulation or directive, the Parties agree that this Charter shall be deemed modified to the least extent necessary to achieve compliance, which effectuating the Parties' original intent.
5. **Certifications/Insurance.** Operator warrants to Charterer that until the flight services specified in the Flight Itinerary are concluded that:
- a) Operator is a Certified Air Carrier operating under Part 135 of the Federal Aviation Administration (FAA) Regulations (Title 14 of the Code of Federal Regulations) with operational control of the Jet;
  - b) The Jet specified and the Crew operating same are Certified by the FAA and are the same as those specified to Charterer and Jet-Guest. The Crew must both be certified as an Airline Transport Pilot (ATP);
  - c) All information about Operator, the Crew and the Jet set forth on Part A of this Charter, and any such information contained in subsequent communications from Operator, is correct, including without limitation any information about the Independent Safety Audit Certification(s) issued by Aviation Research Group/US, Inc. and/or Wyvern Consulting Limited.
  - d) Operator carries insurance coverage of no less than twenty-five million US dollars (US\$25,000,000) combined single limit third-party liability coverage per occurrence, that Charterer and the passengers shall be named as additional insureds on such liability coverage, and that the Flight falls within the scope of the aforesaid insurance and will not contravene any precondition to coverage there under. Operator agrees to supply by email or fax to Jet-Guest, LLC ("Jet-Guest") upon the execution of the Charter the certificate of insurance for the foregoing insurance.
6. **Passenger Changes.** The Charterer may change the number of intended passengers from that specified in Other Flight Information to a number not to exceed the Maximum Passenger Seating specified in Jet Specifications without any change to the Charter Price unless it necessitates a fuel stop not already scheduled in the Flight Itinerary, in which case the Charterer shall pay for the actual cost of the additional fuel stop, not to exceed one thousand dollars (\$1,000). The number of additional passengers and baggage will be determined by the Crew on the basis of safety.
7. **Itinerary Changes.** If Charterer wishes to change the Flight Itinerary, Charterer shall inform Jet-Guest immediately of the desired change, and Jet-Guest will contact Operator with the change request. Flight Itinerary changes are permitted subject to Jet and Crew availability, approval of Operator and to mutually agreed adjustments to the Charter Price. Crew is not authorized to negotiate any changes to the Flight Itinerary.
8. **Diversions.** In the event the Jet cannot land at the Destination airport because of weather, for safety reasons or because the airport is closed; the Crew shall land the Jet at the available airport closest by surface travel to the Destination airport and that Leg of the Charter shall be deemed completed. Operator shall bear the cost of diverting the Jet and the Crew, and Charterer shall arrange and bear the cost of transporting the passenger(s) and baggage to the Destination specified in the Flight Itinerary. The airport to which the Jet diverted will be considered the Departure Airport for any subsequent Leg on the Flight Itinerary.

In the event of a subsequent Leg and if the reason(s) for the Jet's diversion end (e.g., inclement weather) and Charterer wishes the Jet to reposition to the original Destination to collect the passengers and baggage, Charterer shall inform Jet-Guest immediately. Jet-Guest will request a price for this service from Operator and if accepted by Charterer, prepare an Addendum to the Charter for signature by both Charterer and

Operator. The price quoted in such Addendum shall include the commission payable to Jet-Guest. Charterer shall not attempt to negotiate any repositioning of the Jet with the Crew.

In the event of passenger illness, injury, or Charterer's request, Crew shall land the Jet at the nearest available airport with appropriate facilities to address the cause for the diversion. Subsequent adjustment to Charter Price shall be mutually agreed between the Charterer and Operator.

- 9. Extraordinary Delays.** In the event weather and/or Air Traffic Control (ATC) causes the Duration of a Leg to be thirty (30) minutes or twenty percent (20%) more, whichever is longer, than specified in the Flight Itinerary, the Charterer shall contribute to the additional flight costs by paying Operator \$1,000 per hour, prorated, for all additional time taken beyond the 30 minutes or 20%.
- 10 Interrupted Flights.** In the event a Leg is interrupted for jet, mechanical or crew reasons, the Charter Price will be prorated to the distance of the Legs actually completed. Charterer has the option to terminate the Charter if the delay lasts more than four (4) hours.
- 11 Jet & Crew Substitution.** With the written consent of Charterer, which shall not be unreasonably withheld, Operator may substitute for the particular Jet specified in Jet Specifications a similar or better Jet provided that all other terms and conditions regarding the Jet, including Independent Safety Audit Certification and Charter Price, remaining unchanged. If Operator wishes to change the Crew from that originally specified in the communication required by Section 2, it shall be permitted to do so with another Crew with the same or better type rating and commercially appropriate experience. In the event the Operator makes a Jet or Crew substitution after 5:00 pm East Coast Time the evening before a flight, Operator shall pay the cost of a second Wyvern PASS or ARG/US TripCHEQ, provided such cost is incurred by Jet-Guest.
- 12. Notices.** Operator shall email, text message or telephone Jet-Guest a two (2) hour and a one (1) hour notice of the Jet's Estimated Time of Arrival (ETA) at each Departure airport. Notice shall specify the Flight ID under which said inbound flight is proceeding (only if different from the tail number) sufficient to permit tracking the flight on the Internet. Operator shall give Jet-Guest immediate notice if it appears that the Jet will not be ready to load and depart at the times and places specified in the Flight Itinerary and Jet-Guest shall be kept continuously advised of any changes in the Jet's readiness to depart.
- 13. Catering.** Operator shall provide onboard at the start of each leg:
- Beverages** - Per passenger, at least one bottle of water and a soft drink and/or fruit juice for each hour of the leg's estimated flying time.
  - Food** - A snack tray sufficient for the number of guests with a continental Breakfast (assorted muffins, Danish, etc.) for morning flights or snack (crudités, cold meats, cheeses, fruit and potato chips or equivalent) for midday and evening flights.
- Charterer has the option to bring or arrange its own catering at Charterer's expense.
- 14. Terminals/FBOs.** Unless otherwise agreed by the parties, the flights will arrive and depart from the airport terminal or fixed base operation (FBO) specified in Part A. Charterer may, through Jet-Guest, request that a different terminal/FBO from that specified in Part A be used. Under such circumstances, if agreed to by Operator, the actual cost of any surcharge may be added to the Charter Price.
- 15. Damage to the Jet and/or Misconduct.** Charterer is liable for any damage to the Jet caused by baggage under the control of a passenger, passengers or pets, excluding ordinary wear and tear. Charterer, Charterer's passengers or any employees, if applicable, shall not engage in any act or possess any substance or allow baggage to contain any substance, which may result in seizure, forfeiture or unsafe operation of the Jet.

**16. Confidentiality.** Operator and crew shall keep strictly confidential the names and identities of all passengers, all details of the Flight Itinerary, pets and baggage and any conversations occurring during loading, flight and disembarkation. The only exception is disclosure of pertinent information to the appropriate government authorities and FBO personnel necessary to conduct the Flight.

**17. Passenger Information & Documentation.**

Transportation Security Administration (TSA) regulations require that any passengers who appear to be eighteen (18) years of age or older present a valid government issued photo identification (either a valid Drivers License or Passport as required by law) to the flight crew and be cleared by the TSA prior to boarding the Jet.

Charterer is liable for any fines, penalties, cancellation penalties or other costs arising from incorrectly documented passengers or the non-approval of passengers against TSA no-fly lists.

In the event a minor child is to be transported and accompanied by only one parent or guardian, a letter authorizing the travel from the non-traveling parent of the minor child is required.

- a) **Domestic Flights** – Charterers shall notify Jet-Guest of the following passenger information as soon as possible, but at least one (1) day prior to the Departure Date specified in the Flight Itinerary for Domestic Flights: First Name, Middle Initial, Last Name, Sex, Birthday, Street Address (P.O. Boxes are not permitted), City, State, Zip Code, Home telephone Number.
- b) **International Flights** – Charterers shall notify Jet-Guest of the following Passport details for each passenger at least three (3) days prior the Departure Date: Country of Issue, Number, Surname/Family Name, Given Names, Sex, Date of Birth, Place of Birth, Date of Issue, Date of Expiration, Place of Issue.
  - i) A signed US Customs Declaration shall be submitted to the flight crew for each family.
  - ii) Passengers are responsible for obtaining and carrying all required passport and visa documentation for international travel.

**18. Baggage.** Operator shall treat with commercially reasonable care the baggage of Charterer and the passengers. Operator shall load the maximum baggage possible always consistent with Section 3 above. Charterer is responsible for any hard luggage or other baggage not able to be securely or safely stowed in the Jet's cabin or hold(s).

**19. Pets.** Pets are not permitted onboard unless specifically noted in the Other Flight Information of this Charter. If so noted, pets must be leashed at all times while onboard and must not be permitted to enter the vicinity of the cockpit; dogs must be muzzled if they are likely to bite or bark excessively.

**20. Oxygen.** Passenger oxygen whether for medical reasons or otherwise is not permitted onboard, unless specifically noted in the Other Flight Information of this Charter.

**21. Firearms.** Firearms are not permitted onboard unless specifically noted in the Other Flight Information of this Charter. Charterer shall be responsible for obtaining and having available all required permits and paperwork.

**22. International Operations.** If the ultimate destination of this Jet Charter is international or requires an international stop, The Warsaw Convention may be applicable and the Convention governs and in most cases, limits the liability of Operator for death or personal injury and for loss or damage to baggage. The Operator's BO50 Areas of Operation must contain the destinations shown on the Flight Itinerary.

**23. Flight Logs.** Operator agrees to fax or email legible copies of the Flight Logs for each Leg of this charter including any repositioning flights immediately before and after this Charter; if requested by Charterer.

**24. Acknowledgement of Jet-Guest's Role.** It is understood and agreed by the Parties that Jet-Guest is acting solely as a broker. Jet-Guest is not, and does not hold itself out as, an airline, air carrier, common carrier or

operator, does not operate this/these or any other flights and is not a principal in this transaction. Jet-Guest is, to the extent of its brokerage commission and any other fees owed to it (collectively, "Jet-Guest Fees"), and any other terms pertaining to it, an intended third party beneficiary of this Charter, and Charterer agrees to be responsible for the payment of the Jet-Guest Fees to Jet-Guest. Even though Jet-Guest may transmit to Charterer safety information (including without limitation any safety certificates or reports), Jet-Guest does not hold itself out to be a safety agency and does not represent that it itself has conducted any safety inspection or certification. As between the Parties, Jet-Guest is Charterer's agent and by its signature below Charterer authorizes Jet-Guest to act on its behalf in communications with Operator in matters related to this Charter.

**25. Indemnity/Limitation of Jet-Guest's Liability.** The Parties agree to save, indemnify, defend and hold harmless, Jet-Guest its officers, directors, employees, legal representatives and other agents, successors and assigns (the "indemnified parties") from and against any and all liabilities, injury, special or consequential damages 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 under this Charter, including without limitation the Leg(s) specified in the Flight Itinerary. Jet-Guest makes no representation or warranty of any kind, either expressed or implied, as to any matter limited to implied warranties or fitness for a particular purpose, merchantability or otherwise, other than the services furnished hereunder will comply with the requirements of the Charter. Jet-Guest makes no guarantee of performance by either Party. The maximum limit of Jet-Guest's liability under this Charter for whatever reason is the amount of its commission actually received, which Charterer and Operator agree is a fair and reasonable estimate of the maximum allowable damages recoverable against Jet-Guest.

**26. Brokerage.** The brokerage commission specified in the Price Section of the Jet Charter Agreement is payable to Jet-Guest and shall be deducted from the Charter Price and any additional charges at time of payment to Operator (the "Jet-Guest Commission"). A portion of the Jet-Guest Commission may be paid to the Referral Party or a Charity specified by Charterer in its Guest Profile on the Jet-Guest website. An additional percentage may be deducted from the Jet-Guest Commission and paid to a Licensed Travel Agent that introduced one of its clients to Jet-Guest, if the additional commission was indicated in the Jet-Guest Trip Enquiry and/or this charter.

Operator warrants that no undisclosed commissions, fees, remunerations, kickbacks or markups will be paid out of this Charter Price to any company.

## 27. General

- a) **Assignment.** Neither Party shall have the power to assign any right or obligation arising under this Charter to any other person without the consent in writing of the other.
- b) **Governing Law / Dispute Resolution.** This Charter shall be construed according to the internal laws of the State of Delaware without giving effect to conflicts of laws principles. In the event of any dispute, claim, question, or disagreement arising from or relating to this Charter or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of a dispute, the prevailing party is entitled to recover reasonable attorneys' fees and court costs.

- c) **Severability.** To the extent not covered by Section 3 above, if any provision of this Charter is illegal or unenforceable, its invalidity shall not affect the other provisions of this Charter that can be given effect without the invalid provision. If any provision of this Charter does not comply with any law, ordinance or regulation, such provision, to the extent possible, shall be interpreted in such a manner so as to comply with such law, ordinance or regulation, or, if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.
- d) **Headings.** The headings used in this Charter are for convenience only and are not intended to change the meanings of the provisions hereof.
- e) **Electronic Communications.** Any document properly transmitted and received by the other party by computer access shall be considered a written document and delivered in connection with this Charter. Electronic documents shall be deemed received by a party when accessible by the recipient on the computer system, provided that the sender retains commercially acceptable proof of transmission.
- f) **Waiver.** The waiver by either party of any default or breach of this Charter shall not constitute a waiver of any other or subsequent default or breach. The Parties' failure at any time to enforce any of the provisions of this Charter or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or any other term, condition or covenant of this Charter, or in any way to affect the validity of this Charter.
- g) **Force Majeure.** Nether Party to this Charter shall be deemed to be in breach of its obligations hereunder, nor have any liability for any delay, cancellation or failure to provide any service to be provided to Charterer when caused by an act of God, act of nature, the public enemy, war, civil commotion, terrorist acts, insurrection or riot, fire, explosions, major accidents, weather conditions, public disturbances, or any regulation or action of any federal, state or local government or any agency thereof, strike, or labor dispute, mechanical failure, lack of essential supplies or parts or for any cause or concern beyond their reasonable respective control. Notwithstanding the foregoing, the provisions of Sections 6, 7 and 8 shall govern the circumstances specified therein.
- h) **Survival.** Any provisions, which by their terms contemplate survival, will survive termination of this Charter.
- i) **Entire Agreement / No Oral Amendment.** This document defines the entire Agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written between the Parties hereto with respect to the subject matter hereof. Each party acknowledges that it has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement may be amended only by a written agreement signed by authorized representatives of both Parties.
- j) **Fax Counterparts.** This Charter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Each party may transmit its signature electronically or by facsimile and any counterpart of this Agreement so transmitted shall have the same force and effect as a manually executed original.

End