



Open Charter Agreement

Open Charter Agreement made as of
between White Cloud Charter, Incorporated doing business as White Cloud Charter, Incorporated
located at 1 Cummings Point Road, Stamford, CT 06902 with aviation offices at the Westchester
County Airport, 10 Hangar Road, White Plains, NY 10604 and:

.....
(Client) having its principal office at:
.....

White Cloud Charter, Incorporated is a certified air carrier authorized to conduct commercial operations under Part 135 of the Federal Aviation Regulations and also brokers aircraft charters. Client wishes to engage White Cloud Charter, Incorporated to provide charter services and to broker and arrange for charter services on behalf of the Client from third party certified air carriers. In consideration of the foregoing and the mutual promises set forth below, White Cloud Charter, Incorporated and Client hereby agree as follows:

1. **COMMITMENT AND TERMS.** This Open Charter Agreement begins on the date indicated above and will continue on a month-to-month basis thereafter until the date which is 3 years from such date. However, this Open Charter Agreement may be terminated by White Cloud Charter, Incorporated or Client by giving 30 days' written notice.
2. **PRICE QUOTES.** Client will pay for the services provided in accordance with White Cloud Charter, Incorporated's rates in effect at the time of charter reservation. A verbal and/or written cost estimate will be provided to Client for each specific flight but subject to the following:
 - a. Domestic and international flights may be subject to the federal excise tax and federal departure tax, respectively. White Cloud Charter, Incorporated will add the applicable tax, using the current rate, to each charter invoice and Client will pay such amounts.
 - b. If a deviation from the original itinerary is requested by Client and agreed to by White Cloud Charter, Incorporated or necessitated by Client's actions, then the amount owed by Client to White Cloud Charter, Incorporated may differ from the original cost estimate.
 - c. Client understands that the cost estimate provided by White Cloud Charter, Incorporated will include estimates for certain cost items. Client will pay the actual amount of applicable taxes, over flight permits, landing fees, catering costs, customs fees, crew trip expenses and similar out-of-pocket expenses relating to White Cloud Charter, Incorporated's services should the amounts differ from the original cost estimate. However, Client and White Cloud

Charter, Incorporated may agree prior to a specific charter trip that the Client will be invoiced as originally quoted without regard to these actual costs.

3. **PAYMENT TERMS.** White Cloud Charter, Incorporated requires payment in advance. If Client supplies White Cloud Charter, Incorporated with reasonable credit information, then White Cloud Charter, Incorporated will consider the establishment of an open account for Client.
4. **FORCE MAJEURE.** White Cloud Charter, Incorporated will not be deemed to be in breach of its obligation 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, act of war or military authority, strike or labor disputes, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of White Cloud Charter, Incorporated; provided however that if a trip is terminated prior to completion due in whole or in part to any such cause, then White Cloud Charter, Incorporated will refund Client all funds previously received per above, except only the cost attributable to transportation theretofore performed and such transportation as may be necessary to return charter flight passengers to their original airports of departure. If Client's trip is terminated prior to completion and White Cloud Charter, Incorporated provides Client with another aircraft to continue Client's itinerary, then Client will reimburse White Cloud Charter, Incorporated for additional costs if any incurred over and above the original price quote to provide Client with a replacement aircraft.
5. **SAFETY OF OPERATION.** Client acknowledges that the pilot in command of the aircraft will be in complete charge and control of the aircraft at all times and if in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate a flight or refuse to commence it. Client will not hold White Cloud Charter, Incorporated responsible for any type of direct, indirect, incidental or consequential damages or costs occasioned by such a termination or refusal. Passengers will agree not to carry prohibited items as specified by the Transportation Security Administration. http://www.tsa.gov/assets/pdf/prohibited_and_permitted_items_10-24-07.pdf
6. **OPERATIONAL CONTROL.** White Cloud Charter, Incorporated shall have and retain complete and exclusive Operation Control as defined in FAR 135.77 and FAR 1.1 over such aircraft and flight crew, and shall exercise sole authority over initiating, conduction or terminating any flight.
7. **ASSIGNMENT.** Unless a substitute written Open Charter Agreement is executed hereafter, all flights conducted by White Cloud Charter, Incorporated for Client will be governed by the terms of this Open Charter Agreement. Client may not assign its rights or obligations under this Open Charter Agreement without the express written consent of White Cloud Charter, Incorporated, which consent will not be reasonably withheld. Client understands that any charter service may not be operated by White Cloud Charter, Incorporated but by third-party charter operators, in respect of which White Cloud Charter, Incorporated acts merely as a broker.
8. **REGULATIONS.** This Open Charter 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 Federal Aviation Administration which now or hereafter may be imposed or required. This Open Charter Agreement will be governed by the laws of the state of New York. The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Open Charter Agreement shall not affect or invalidate any other paragraph or provision hereof. It is understood and agreed that this Open Charter Agreement contains the entire agreement of the partial with respect to the subject matter hereof. NO terms or provision of the Open Charter Agreement may be changed except by written instrument signed by both parties.

In Witness Whereof, the parties hereto have executed this Open Charter Agreement on the date indicated below.

CLIENT WHITE CLOUD CHARTER, INCORPORATED

Signature Signature
Title Title.....
Date..... Date

Persons authorized to schedule flights:

NAME	TITLE	TELEPHONE	E-MAIL
.....
.....
.....
.....
.....

Invoices and notices (which, unless specified, must be written) to be sent to:
Name
Address
City, State, Zip.....

Notices will be considered received upon actual receipt by the party to which the notice is sent. Either party may, from time to time, by notice to the other, specify other or additional addresses to which notices shall thereafter be sent.

Please fax the completed form to 914.428.5145