

**CSI Aviation Services**  
Worldwide Solutions Since 1978

INVOICE  
No. 6985

Account Number 0150

To: Delaware State University  
ATTN: Mr. Amir Mohammadi/VP Finance & Administration  
1200 North DuPont Highway  
Dover, DE 19901-2277

Invoice Date 06/30/11

Deposit Due By

Balance Due By 08/24/11

Method of Payment  
Wire Transfer or Check by Overnight Courier

Please remit for the following services:

FLIGHTS:

<u>Contract</u>	<u>Date</u>	<u>Price</u>
12-0150-001	09/24/11 - 09/24/11	\$36,269.00
12-0150-002	09/30/11 - 10/01/11	\$59,941.00

Total Cost	\$96,210.00
Less Payment	<u>          \$0.00</u>
Balance Due	\$96,210.00

Wire Transfer Information:  
Bank of America  
Wire transfer routing #: 026009593  
International SWIFT Code routing #: BOFAUS3N  
ACH routing #: 107000327  
Acct #: 439002467571  
Further Credit the Account of: CSI Aviation Services, Inc.

CSI, as agent for Charterer, will arrange for the Charterer named below, the aircraft described herein, and in the said conditions, for the flight, or flights and subject to terms and conditions set forth. The Charterer also agrees to and accepts CSI Terms and Conditions as part of this Agreement and authorizes CSI and the signatory named below to charter, contract and arrange for aircraft, catering, or any other requirements specified or requested by the Charterer and listed herein.

**FLIGHTS:**

<u>Contract</u>	<u>Date</u>	<u>Price</u>
12-0150-001	09/24/11 - 09/24/11	\$36,269.00
12-0150-002	09/30/11 - 10/01/11	\$59,941.00

Total: \$96,210.00

**PAYMENTS:**

Total: **\$96,210.00**  
 Deposit: **\$48,105.00** Due: **07/08/11** **Wire Transfer or Check by Overnight Courier**  
 Payment: **\$0.00** Due: **//**  
 Payment: **\$0.00** Due: **//**  
 Balance Due: **\$48,105.00** Due: **08/24/11** **Wire Transfer or Check by Overnight Courier**

**CANCELLATION CHARGES:** In the event that any flight or flights are cancelled at the request of Charterer, or are cancelled by CSI or the Air Carrier because the Charterer has failed to comply with applicable DOT regulations and the Terms and Conditions of this Agreement, the Charterer agrees to pay CSI cancellation charges as follows:  
 From execution of the contract to 60 days prior to the date of the point of origin flight, a cancellation charge of 25% of the price.  
 From 59 days to 31 days prior to the date of the point of origin flight, a cancellation charge of 75% of the price.  
 From less than 30 days prior to the date of the point of origin flight, a cancellation charge of 100% of the price.

Charterer: Delaware State University  
 ATTN: Mr. Amir Mohammadi/VP Finance & Administration  
 Signature on File

By \_\_\_\_\_

Name & Title VP for Finance & Administration  
 Date 7/13/11

CSI Aviation Services, Inc. as agent for Delaware State University

Name & Title Deborah W. Maestas

By \_\_\_\_\_

Date \_\_\_\_\_

If this Agreement is not signed and returned with any applicable deposit payments by 07/08/11, this offer shall automatically expire.

EQUIPMENT: 737

AIRCRAFT CAPACITY: 150

PASSENGERS SOLD: 150

MAX PAYLOAD: 34,000 lbs.

Single Entity / Terminal Operation

FLIGHT INFORMATION:

1. Price includes all applicable taxes and fees; however taxes and fees are subject to change.
2. Taxes are based on the capacity of the aircraft.
3. \$2.75 fuel base price per gallon.
4. Requested departure times: See Page 2.
5. Customer Information and Passenger Manifest will be submitted through CSI's automated online system.
6. Price excludes the cost of aircraft deicing. If deicing is required for any flight segment associated with this charter operation, Charterer will be billed for all actual deicing charges.
7. Contract price includes standard terminal security screening during normal airport operating hours. If a ramp operation is requested for this charter operation, it will be at an additional cost.
8. If the baggage allowance described in our Terms and Conditions exceeds the Maximum Payload on this page, the Maximum Payload will prevail.
9. Contract price includes Athletic Catering.

FLIGHT ROUTING:

09/24/11

From: Columbia, SC / CAE

1900L

To: Dover AFB, DE / DOV

Initial: ar \_\_\_\_\_

EQUIPMENT: 737

AIRCRAFT CAPACITY: 150

PASSENGERS SOLD: 150

MAX PAYLOAD: 34,000 lbs.

Single Entity / Terminal Operation

FLIGHT INFORMATION:

1. Price includes all applicable taxes and fees; however taxes and fees are subject to change.
2. Taxes are based on the capacity of the aircraft.
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8. If the baggage allowance described in our Terms and Conditions exceeds the Maximum Payload on this page, the Maximum Payload will prevail.
9. Contract price includes Athletic Catering.

FLIGHT ROUTING:

09/30/11

From: Dover AFB, DE / DOV

0900L

To: Tallahassee, FL / TLH

10/01/11

From: Tallahassee, FL / TLH

2300L

To: Dover AFB, DE / DOV

Initial: dh \_\_\_\_\_

## CSI TERMS AND CONDITIONS

1. **CHARTER:** CSI Aviation Services, Inc., hereinafter referred to as ("CSI"), hereby serves as an agent for the Charterer in arranging the chartered air transportation described herein. CSI will ensure when arranging Charterer's flights, that all flights are operated by FAA and DOT certified Air Carriers who maintain full operational control of all flights at all times. If requested by Charterer, DOD or Wyvern or Argus or equivalent Air Carriers may be provided. Air transportation hereunder shall be subject to applicable operating rules and regulations of the Air Carrier, the regulations of aviation authorities, and the laws, regulations or authority of any government of any country to which or over which the Air Carrier will operate. The Charterer shall observe all such rules and regulations and obey all reasonable instructions of the Air Carrier's agents and employees. As Charterer's agent, CSI will use all commercially reasonable efforts to ensure that the Air Carrier will perform all services described herein in good faith and to the extent possible, in accordance with the reasonable instructions of the Charterer, or his agent, which are consistent with this Agreement and applicable rules and regulations.

2. **EXECUTION BY AND COMMUNICATION WITH AGENTS:** If this Agreement is executed by an agent (Agent) for and on behalf of the Charterer, Agent represents and warrants to CSI that it is duly authorized to execute and deliver this Agreement for and on behalf of Charterer and it is duly authorized to deliver and receive for and on behalf of Charterer any and all communications and notices between CSI and Charterer concerning the subject matter of this Agreement. Agent agrees to indemnify and hold Charterer harmless from and against any loss, cost or expense (including reasonable attorney's fees) paid or incurred by CSI arising from or relating to any act or omission of CSI relating to the subject matter of this Agreement done or omitted at the request of the Agent. Further, in addition to any other remedy which may be available to CSI, if any representation by Agent shall be deemed to be inaccurate, Agent (and any person signing on behalf of Agent) shall be responsible for the fulfillment of all of the Charterer's obligations hereunder. Charterer shall have the sole responsibility and duty to inform all passengers of CSI and the Air Carrier's limited obligations to passengers under this Agreement and Charterer agrees to indemnify and hold CSI and the Air Carrier harmless for any damages resulting from Charterer's failure to do so. Notwithstanding the foregoing, CSI is at all times acting as the Charterer's agent and CSI has no separate relationship with the Air Carrier.

3. **OPERATION:** (A) CSI agrees to make available to Charterer and Charterer agrees to charter through CSI the flight, or flights (to include all aircraft positioning required), associated with this Agreement (hereinafter collectively called the "flights") subject to the terms and conditions of this Agreement. (B) Departure times shall be established by the Air Carrier, and CSI will instruct the Air Carrier to make every effort to meet the Charterer's requested times. Departure times are subject to reasonable adjustments from time to time by the Air Carrier, due to aircraft routing, airport gate space, weather conditions, availability of security screening equipment, facilities, personnel and other operational factors. Each party shall use its best efforts to cause on time departures. Any deployment time requirements are also subject to change due to aircraft and crew availability. CSI and the Air Carrier shall not be responsible for non or late arrival of passengers or baggage and in no event will CSI and the Air Carrier be liable to the Charterer for the transportation of any passengers or baggage not at the specified check-in location prior to the scheduled departure of the flights. Any request for a change, made by the Charterer, in departure time(s) or date(s) or routing(s), or aircraft type(s) is subject to the approval of CSI and the Air Carrier. Charterer acknowledges that they will be responsible for any additional costs associated with Charterer's requested changes. (C) Charterer understands and acknowledges that CSI and the Air Carrier reserve the right to substitute similar aircraft, as reasonably required, for all flights, and do not guarantee nonstop or single-plane service. (D) This Agreement is subject to the timely receipt of necessary consents, approvals and landing rights required to operate the flights and any rules, resolutions or regulations of the International Air Transportation Association applicable to the flights. (E) This Agreement shall also be subject to the rules relating to liability established by the Convention signed at Warsaw, Poland, October 12, 1929, as amended and replaced by the Montreal Convention, dated November 4, 2003, as applicable, unless the flights provided for herein is not an "International flight" as defined by such Conventions.

4. **PRICE:** (A) In consideration of Part 121 or Part 135 or comparable flights to be arranged by CSI and the undertakings of CSI set forth herein, Charterer agrees to pay CSI charges for flights equal to the amount set forth in this Agreement for such flights (the "Total"), plus any fuel surcharge(s), and any applicable taxes to fuel surcharges not already included in such amount. (B) In consideration of Part 135 or comparable flights to be arranged by CSI, the contracted price is based upon a computer generated flight plan using estimated or actual block hours. (C) Estimated or actual block hours, if applicable, will be rounded up to the nearest hour. (1) If the actual block hours flown, on the date(s) of operation, exceed the estimated block hours, the Charterer will be responsible for any additional costs incurred by CSI and the Air Carrier. (2) Deviations from estimated block hours may be due to, but not limited to the following: Changes in aircraft routing, air traffic control holds and/or delays, adverse weather conditions that impact aircraft performance or other operational factors. (D) This Agreement includes aircraft, crew, maintenance, insurance and estimated fuel and ground handling. The Charterer will be responsible for any additional charges if actual ground handling exceeds these reasonable estimates. (E) In addition, the Charterer will be responsible for any applicable taxes and fees (domestic and/or international), landing and navigational fees, additional crew charges, overnight charges, catering, deicing, flight phone charges and hanger fees not already included in such amount, and any other taxes, fees, royalties or surcharges that may apply. (F) All payments to CSI are to be in United States Dollars (USD).

5. **FUEL CHARGES:** (A) Fuel shall be arranged and provided by CSI and the Air Carrier. (B) The Total as set forth in this Agreement is calculated with an assumed fuel price (hereinafter referred to as Fuel Base Price). (C) No later than five days prior to the scheduled departure date, as set forth in this Agreement, CSI will verbally notify Charterer of any fuel surcharge(s) based on actual fuel prices at that time. (D) CSI will also send written notification of said fuel surcharge(s). (E) Charterer agrees to submit full payment to CSI for any fuel surcharge(s) associated with the flights as set forth in this Agreement prior to the departure date(s) of said flights. In the event that Charterer fails to make this payment prior to departure, Charterer understands and agrees that the flights as indicated on page one of this Agreement will not operate. (F) It is understood and agreed by the parties that CSI cannot predict Fuel Base Price changes except for changes predicted or announced by fuel suppliers and vendors and then only insofar as such fuel industry predictions or announcements are accurate. (G) CSI, therefore, reserves the right to issue a fuel surcharge(s) up to thirty (30) business days after the completion of the scheduled flights in the event that actual fuel prices and documentation are not available to CSI until that time.

6. **PAYMENT:** (A) Charterer agrees to pay the Total Cost to CSI in full for flights as indicated on the first page of this Agreement or as indicated on the Invoice. Past due payments will be assessed a 5% late fee on the amount invoiced. Past due payments, over thirty (30) days, will be assessed a 10% late fee on the amount invoiced. (B) Simultaneously with execution of this Agreement, and to secure payment by Charterer of all obligations incurred pursuant to the terms hereof, Charterer shall pay CSI an amount indicated as "deposit" on the first page of this Agreement or as indicated on the Invoice. (C) Charterer agrees that in the event Charterer fails within ten (10) days after written demand received from CSI, to make any payment required pursuant to the terms of this Agreement, including without limitation, any payment applicable to any cancellation charges or the Total Cost, CSI shall have the right thereafter, without further notice, to apply the deposit to any and all unpaid obligations of Charterer under this Agreement. If Charterer fails to make timely payment of any obligation, hereunder when due, such failure shall entitle CSI to terminate this Agreement pursuant to Paragraph 17 herein, notwithstanding CSI's application of the proceeds of the deposit to Charterer's unpaid obligations hereunder. (D) CSI shall advise Charterer of any additional charges levied against CSI and the Air Carrier on behalf of the Charterer. Such charges shall be paid by Charterer upon receipt of such notice.

7. **COMPLIANCE WITH CHARTER REGULATIONS:** (A) Charterer agrees to cause its agents, officers and employees to comply with the Charter Regulations as determined by the Federal Aviation Administration (FAA) and Department of Transportation (DOT). (B) Charterer hereby agrees to notify CSI and the Air Carrier immediately if any passengers fail to comply with the Charter Regulations or of the suspension by the DOT of Charterer's authority to operate public charter flights. (C) In the event that Charterer or any passengers on any flights has failed to observe such regulations, then CSI or the Air

## CSI TERMS AND CONDITIONS

Carrier shall have the right, at its option, to either cancel the flights upon such failure by Charterer or refuse to board any of the passengers of such flights upon such failure by such passengers without liability or penalty of any kind. (D) In addition, Charterer acknowledges that the Air Carrier may remove or refuse to transport any passenger if such refusal or removal is necessary for the reasonable safety and comfort of the passengers or if the refusal or removal is the result of such passengers creating an unusual hazard or risk to himself or other persons or to the property of the Air Carrier. (E) In the event of such refusal or removal, neither CSI nor the Air Carrier shall be required to refund any charges paid by Charterer.

**8. PASSENGER CONDUCT:** (A) Charterer shall comply with all applicable laws regarding passenger conduct including DOT rules and regulations including, but not limited to, 14 CFR Sections 91.11, 121.317, and 121.575. Charterer shall advise passengers of their obligations to comply with these instructions and applicable laws. (B) CSI and the Air Carrier may, at their sole discretion, advise law enforcement authorities of the conduct of passengers in violation of applicable laws or conduct which could compromise the safety of the flights. (C) The flights may be terminated or stopped prior to reaching the final destination as a result of passengers conduct not in compliance with the Air Carrier's instructions and applicable laws and further flights may be refused. (D) Charterer will be responsible for any additional costs incurred due to unplanned operations as a result of passenger misconduct. (E) Charterer shall be responsible for all damages by passengers to the property of the Air Carrier except reasonable wear and tear.

**9. SECURITY:** Charterer agrees to cooperate in fulfilling any requirements imposed by the Transportation Security Administration (TSA) or any other governing body as it pertains to security in connection with the flights.

**10. DOMESTIC AND INTERNATIONAL FLIGHTS:** (A) Charterer shall provide CSI an accurate passenger manifest of passengers to be carried on each charter flight, no later than 72 hours prior to departure. Inaccurate manifests or manifests received later than 12 hours prior to departure may result in untimely filing of manifests with the appropriate government agencies and cause corresponding fines or additional costs. All such fines or costs are the responsibility of the Charterer. (B) The Charterer desiring transportation for passengers across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through, or to which it desires transportation and, unless applicable laws provide otherwise, shall indemnify CSI and the Air Carrier for any loss, damage or expense suffered or incurred by the Air Carrier by reason of such Charterer's failure to do so. CSI and the Air Carrier shall not be liable for any aid or information given by its agents, servants, or employees to the Charterer or passengers in connection with obtaining such documents or complying with such laws, whether given verbally, in writing, or otherwise, or for the consequence to the Charterer or passengers resulting from his failure to obtain such documents or to comply with such laws. Customs, immigration and other government inspection fees and charges, charter permit fees, transportation taxes, and airport service fees for passengers such as head taxes, passenger facility charges, and embarkation charges may in some cases not be included in the Total Cost. In such cases, they must be paid by the Charterer or passengers. These charges and fees may be paid on behalf of Charterer by CSI and the Air Carrier at their convenience and shall be reimbursed by Charterer or may be included on an Invoice as a separate item.

**11. BAGGAGE:** (A) The Air Carrier shall issue and deliver to passengers for each item of baggage accepted by the Air Carrier for such passengers at check-in for transportation on the flights its standard applicable form of baggage check. (B) The Air Carrier will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, or convenience of the passengers for the purposes of the trip, subject to the following conditions: (1) The Air Carrier may refuse to accept baggage for transportation on any flights other than the one on which the passengers are to be transported; (2) The Air Carrier may refuse to transport or may remove at any point baggage which the passengers refuse to allow the Air Carrier upon request to examine; and (3) Checked baggage is limited to two (2) suitcases not to exceed forty five (45) pounds. (4) If baggage exceeds allotted weight, any additional charges will be the responsibility of the Charterer. (5) Acceptability of carry-on baggage for storage in the cabin is dependent on the weight and size of the item and the available space on the aircraft. Carry-on baggage that cannot be stored under the seat will be taken and stored at passenger's risk. (C) The Air Carrier will refuse to accept the following articles for transportation unless advance written arrangements have been made: (1) Assembled firearms or ammunition, except that the Air Carrier will accept for transportation sporting firearms when not loaded and when in a suitable case with a small quantity of small arms ammunition for personal use when packed in the original package of the manufacturer without advance arrangements being made; (2) Any other articles which cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft; (3) Any liquids as baggage or any other articles not suitable, or not suitably packed, for transportation in the aircraft; (4) Perishable or fragile items (including electronic, musical, ornamental, artistic, photographic, recreational, sporting and mechanical items; items made of or bottled in glass or items made of paper) will be accepted only upon prior written approval of the Air Carrier and if they are appropriately packaged in an original carton, cardboard mailing tube, or container or case designed for shipping such items or packed with protective internal material. However, fragile items may be accepted without the appropriate packaging upon the execution of a release. The Air Carrier will supply a release which relieves the Air Carrier of liability for damage or destruction of checked baggage of the type identified above, which results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from the Air Carrier's failure to exercise the ordinary standard care. (D) Services contracted for by Charterer which eliminates destination-airport baggage claim and return flight baggage check-in, shall be the responsibility of Charterer and such contracts negate any liability the Air Carrier would otherwise accept in consideration of baggage claim with the exception of gross negligence on behalf of the Air Carrier or its contracted service companies.

**12. BAGGAGE LIABILITY:** (A) When the Air Carrier has exercised the ordinary standard of care it shall not be liable for delay in delivery of any perishables, nor for damage to or damage caused by, fragile articles, liquids or perishables which are unsuitably packed and which are included in passenger's checked baggage with or without the Air Carrier's knowledge. The Air Carrier shall not be liable for damage or destruction of a passenger's checked baggage and property if passengers sign Air Carrier release form at time of check-in. Execution of such release relieves CSI and Air Carrier of liability. (B) Liability for loss of, damage to, or delay in the delivery of a passenger's baggage or other property, whether checked or otherwise delivered into the custody of the Air Carrier, shall not exceed the actual value of the property up to a maximum liability of \$1,250.00 for each passenger. If the weight of a passenger's checked baggage or property is not endorsed on the baggage check, it shall be conclusively presumed that the weight of all such baggage is the maximum weight accepted by the Air Carrier. In the case of unchecked baggage or personal property, the limitation of liability will be \$400.00 or the actual value, whichever is less, for each passenger. (C) The Air Carrier assumes no liability for valuables including, but not limited to, money, jewelry, cameras and other valuables. The Air Carrier also assumes no liability for any consequential damages resulting from any loss of, damage to, or delay in any checked property beyond the limit stated above. The foregoing limitation shall also apply to baggage or personal property accepted by the Air Carrier for temporary storage at a city or airport ticket office or elsewhere prior to the commencement or subsequent to the completion of the passenger's transportation.

**13. TIME LIMITATIONS:** All incidents of baggage mishandling (missing or damaged) must be reported to the Air Carrier's airport representative immediately and before leaving the terminal. (A) On Domestic travel, no action shall be maintained for damaged baggage unless a written report is filed with CSI and the Air Carrier within five (5) days from the receipt of the baggage by the passengers. In the case of a delay in baggage delivery, the complaint must be made within ten (10) days from the date on which the baggage has been placed in the passenger's possession. In the case of lost baggage, the complaint must be made within fifteen (15) days from the date of travel. (B) On International travel, no action shall be maintained for damaged baggage unless the written report is filed with CSI and the Air Carrier within seven (7) days from the receipt of the baggage by the passengers. In the case of a delay in baggage

CSI TERMS AND CONDITIONS

delivery, the complaint must be made within fifteen (15) days from the date on which the baggage has been placed in the passenger's possession. In the case of lost baggage, the complaint must be made within fifteen (15) days from the date of travel.

14. **PAYLOAD:** (A) Payload will be stated in pounds. This figure is an estimate of the total weight of all passengers, baggage and other cargo that is allowed on the aircraft (hereinafter referred to as maximum payload). (B) The maximum payload is a fair estimate based on anticipated weather conditions and runway conditions. The maximum payload can vary based on actual weather and runway conditions at the time of departure, along with other operational issues. (C) Neither CSI nor the Air Carrier will be responsible for transporting passengers, baggage or cargo that exceeds the maximum payload as determined by the Air Carrier. (D) Charterer must provide a detailed description of passenger's weights along with all baggage and cargo weights and dimensions for approval from CSI and Air Carrier at least five (5) days prior to departure.

15. **UNUSED SPACE:** Charterer agrees that CSI and the Air Carrier, at its option, may permit the use of any unused space on any of the flights by CSI or the Air Carrier. The term "unused space" as used in this paragraph shall not include seats which Charterer at its discretion chooses to make available on a free or reduced rate basis to its employees, directors, officers or the parents and immediate family of such persons.

16. **CANCELLATION CHARGES:** (A) Cancellation charges for any cancelled flights shall be dictated by the cancellation charges found on the first page of this Agreement. In addition to any damages, CSI shall be entitled to recover any special out of pocket expenses actually incurred specifically, directly and solely in connection with the cancelled flights. (B) Cancellation charges set forth on the front page of this Agreement shall immediately become due and payable at the time of such cancellation. (C) If no cancellation charges are set forth on the first page of this Agreement, then a 25% non-refundable cancellation charge will apply for up to 14 days prior to flights, and 100% cancellation charge will apply if less than 14 days prior to flights.

17. **CANCELLATION BY CSI AND THE AIR CARRIER:** CSI and the Air Carrier shall have the right to cancel any one or more of the flights in the event of the following: (A) Charterer shall fail to make any payment required by this Agreement. (B) Charterer and/or its agents, officers or employees shall fail to comply with any of the terms and conditions of this Agreement or the DOT/FAA Charter Regulations. (C) Charterer makes any material misrepresentations on any of the information supplied by Charterer to CSI or the Air Carrier. (D) Operational costs due to unexpected increases in insurance coverage at commercially available rates or from civil / political unrest. (E) Air Carriers reserve the right to use their aircraft at anytime, with or without notice. CSI will use all commercially reasonable efforts to ensure that the Air Carrier makes every effort to provide substitute or similar aircraft. If the substitute aircraft incurs additional cost, it will be the Charterer's responsibility. If the substitute aircraft at the additional cost is not acceptable to the Charterer, CSI will, except for services performed, refund the Charterer their money with no additional obligation to provide substitute aircraft.

18. **FUEL RELATED CANCELLATION:** The Air Carrier may cancel any flights before its scheduled date of departure if sufficient fuel is not available to operate the Air Carrier's flights. In the event that any flights are cancelled, CSI shall promptly refund to Charterer's depository bank or, if there is no such bank, directly to Charterer, all payments applicable to such flights made to CSI, but shall not otherwise be liable to Charterer or any passengers for any damage, loss, cost or expense arising out of or in connection with such cancellation and Charterer's acceptance of such refund shall constitute a release on behalf of Charterer and all passengers of any claim against CSI, its officers, directors, employees, or agents arising out of or in connection with such cancellation, whether or not such cancellation is due to any negligence of CSI either of commission or omission.

19. **LIABILITY OF SERVICE TO PASSENGER:** (A) Charterer acknowledges that in the case of a public charter, it shall be solely responsible to passengers for furnishing all services set forth in the prospectuses and any solicitation material distributed in connection with the charter flights. (B) The Air Carrier or CSI, with or without notice to Charterer, may delay or cancel any flights or revise the routing of the flights from the routing designated in the Agreement, without liability for penalties or damages, whenever such action is necessary to comply with any governmental request for emergency transportation in connection with national defense, or whenever such action is necessary or would jeopardize the safety of passengers because of an Act of God, seizure under legal process, sanctions, quarantine restrictions, fire, smog, fog, flood, weather conditions, mechanical difficulties, riots or civil or political unrest, strikes or labor disputes causing cessation, slow down or interruption of work (whether resulting from disputes between the Air Carrier and its employees or between other parties), war or hazards or dangers incident to a state of war, any act of government, regulations, orders and any other acts or matters, whether or not of a similar nature, beyond the control of the Air Carrier. Whenever the Air Carrier cancels one or more flights at a point other than the destination designated in the Agreement for any of the reasons specified herein, CSI and the Air Carrier shall refund all sums received by it on account of the Total Cost, except that portion attributable to transportation performed and such transportation as may be necessary to return passengers to their origination airport. The Air Carrier will assume expenses for all passengers incurred as a result of improper cancellation, delay or interruption of the Air Carrier's flights only to the extent required under the DOT Regulations. (C) Except as provided herein, the Air Carrier shall be fully responsible for providing the services required herein and the Air Carrier shall further be responsible for servicing its aircraft according to generally accepted industry standards so as to maintain its aircraft in a condition designed to minimize mechanical difficulties. (D) CSI will ensure that the Air Carrier holds passenger liability insurance as required by the FAA and DOT regulations and Charterer will be added as additional insured. (E) Passengers desiring valuation coverage in excess of the Air Carrier's liability limit should refer to private insurance companies. (F) If Charterer requires DOD or Wyvern or Argus or equivalent Air Carriers, Charterer is responsible for requesting confirmation of such. (G) Charterer shall indemnify and hold harmless CSI and the Air Carrier from all liability, damage, expense or loss caused by or arising out of any act or omission of Charterer which is a breach of the provisions of this Agreement or is a breach or violation of applicable rules or regulations approved or issued by any government agency.

20. **ADVERTISING:** Charterer agrees that it will not use CSI or the Air Carrier's name in any advertisements or other solicitation materials prepared in connection with the flights herein without first obtaining from CSI and the Air Carrier its prior written approval of the inclusion of CSI or the Air Carrier's name therein.

21. All legal proceedings involving this Agreement, will be conducted in the courts located in the State of New Mexico, and in the event of the breach of this Agreement, the non-breaching party shall be entitled to receive reasonable attorney fees and costs from the breaching party.

22. This Charter Agreement supersedes all prior, verbal and written, communications and Agreements of the parties applicable to the flights and any other services provided for herein and may only be amended by an instrument in writing signed by authorized representatives of the parties hereto. Any electronic signature or initials will be deemed representation of an original signature.

# **CSI Aviation Services**

Worldwide Solutions Since 1979.

## **Charter Checklist Instructions**

Our online Charter Checklist will assist in your upcoming Air Charter flight. This information is needed from you and/or your customer **prior** to your departure.

To get started please go to <https://secure.airchartertravel.com>

### **Login**

Contract Number:  -  -

Password:

- Login to the Charter Checklist using the above assigned **Contract Number** and **Password**
- All information is required **14 days** prior to departure in order to ensure a successful trip
- You may edit your information up to **48 hours** prior to departure
- Each section contains detailed instructions for entering all required information

### **Customized Services**

In addition to our 24 hour service and flight following, CSI is able to provide you with a number of Customized Services that will enhance your overall Air Charter experience. Please review these additional services online and your Service Coordinator can assist you and answer any questions.

- **Dining Services**
- **Amenities**
- **Concierge Services**

### **Account Information**

Once you have logged into the Charter Checklist you will be able to view your Account Balance and/or make online credit card payments by clicking the **Account Information** tab. **If you do not want current account balance information viewable online, please contact your Service Coordinator @ 505-761-9000.**

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Worldwide Solutions Since 1979

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To get started please go to <https://secure.airchartertravel.com>

### **Login**

Contract Number: 12 - 0150 - 002

Password: Delaware State

- Login to the Charter Checklist using the above assigned **Contract Number** and **Password**
- All information is required **14 days** prior to departure in order to ensure a successful trip
- You may edit your information up to **48 hours** prior to departure
- Each section contains detailed instructions for entering all required information

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In addition to our 24 hour service and flight following, CSI is able to provide you with a number of Customized Services that will enhance your overall Air Charter experience. Please review these additional services online and your Service Coordinator can assist you and answer any questions.

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- **Concierge Services**

### **Account Information**

Once you have logged into the Charter Checklist you will be able to view your Account Balance and/or make online credit card payments by clicking the **Account Information tab**. **If you do not want current account balance information viewable online, please contact your Service Coordinator @ 505-761-9000.**