



The Air Planning Building, 2 Main Street Salem New Hampshire • Ph: 603-890-0044 • Fax: 603-890-0033
 www.airplanning.com • info@airplanning.com

AIR CHARTER AGREEMENT

This agreement is by and between Air Planning, LLC, a Massachusetts corporation with offices at The Air Planning Building, Two Main Street, Salem, NH 03079 and Delaware State University with offices at 1200 North DuPont Hwy Dover, DE 19901, herein after referred to as Charterer. **Failure to sign and return this agreement by June 26, 2015** may result in this agreement being rendered void. At the option of Air Planning, LLC, this agreement is not binding until countersigned by both parties. This agreement is to appoint Air Planning LLC as the authorized agent of Charterer and as such is authorized to enter into agreements and act on behalf of the Charterer for the following flights:

CHARTER FLIGHT INFORMATION

Charterer: Delaware State University
Air Carrier(s): XTRA Airways

Itinerary:

DATE	Flight Schedule (Times are Local)	Routing	Aircraft	Seats
10/16/15	9 :00am	(New Castle, DE) ILG – TLH (Tallahassee, FL)	737-400	150
10/17/15	7:30pm	(Tallahassee, FL) TLH – ILG (New Castle, DE)	737-400	150

Fuel stop required: No

A fuel stop may be required if unusual, unanticipated flight conditions prevail during flight

Catering: Standard beverage service

Remarks: FBO operations requested. De-icing costs not included, if applicable. Charterer guarantees payment within 7 days of invoice.

Agreed to by Air Planning, LLC:

The Air Planning Building
 Two Main Street
 Salem, NH 03079

Agreed to by Charterer:

Delaware State University
 1200 North DuPont Hwy
 Dover, DE 19901

Original on File

 Sharon Thomas, President

Date: _____

 Name and Title
 Teresa Hardee, COO
 Date: 07/21/15



AIR PLANNING
AIR CHARTER WORLDWIDE

CHARTER PRICE AND PAYMENT INFORMATION

TOTAL CHARTER RATE: \$98,372 USD

PRICE INCLUDES: *FET, Segment fees and PFC's as applicable.

*** On the direct/indirect air carrier cost.**

PAYMENT SCHEDULE:

\$ 5,000 due upon signing on or before 6/26/2015

\$19,593 due on or before 7/1/2015

\$ 24,593 due on or before 7/18/2015

\$ 49,186 due on or before 9/1/2015

CANCELLATION POLICY:

25% cancellation charge upon signing and/or receipt of payment

50% cancellation charge on or after 7/18/2015

100% cancellation charge on or after 9/1/2015

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Teresa Hardee, COO
Date: 7/1/15



CHARTER TYPE

TYPE OF CHARTER: Single Entity

CHARTER TYPE DEFINITIONS:

Please note other charter types may apply including Mixed Charters (Single Entity/Pro rata combination). If after reading the regulations you are unsure of the charter type please contact the Department of Transportation.

SINGLE ENTITY: CHARTER FLIGHT ARRANGED AND PAID FOR BY THE CHARTERER.

Charterer hereby confirms and warrants that the cost of the charter(s) is being paid in total by Charterer (as identified on page one of this Agreement). The passengers will not contribute directly or indirectly to the Charter cost. Department of Transportation regulations (14CFR Part 212).

PRO RATA (AFFINITY): CHARTER FLIGHT ARRANGED BY AN ORGANIZATION ON BEHALF OF ITS MEMBERSHIP.

DOT prohibits the advertising or sales of seats to the general public. Passengers must be members of a specific group and the charter arranged by an organization on behalf of its members. Only members meeting specific criteria may participate in the charter (members with at least six months membership and their immediate families. Six month membership not required for bona fide employees or students of a single commercial, industrial or government organization provided they have not become members for the purpose of travel). No solicitation, sales or participation may take place beyond the bona fide member. The charter price must be pro rated among the passengers except children under 12 may be offered discounted or free transportation. All printed materials shall contain the following notice in boldface, 10-point or larger type – "Some of the Federal rules that protect against tour changes and loss of passengers' money in publicly sold charters do not apply to this charter flight." Charterer hereby certifies and declares under penalty of perjury under the laws of the United states of America that all passengers are eligible for transportation under section 14CFR 212.5 of the DOT regulations or other appropriate sections as may apply. All passengers, carry-on and checked baggage along with any equipment must be screened.

PUBLIC: CHARTER FLIGHT SOLD TO THE GENERAL PUBLIC.

Individual sale of seat(s) to the general public. Advertising and sales of public charters are not permitted until appropriate public charter paperwork has been filed and approved by the appropriate government authority. Charterer assumes any and all liability for filing charter prospectus and compliance with applicable Department of Transportation regulations concerning operation of public charters. Charterer assumes any and all liability for any fines imposed by the Department of Transportation due to failure to follow and adhere to Department of Transportation regulations regarding the operation of public charters. More information can be found in the Code of Federal Regulations Title 14 Part 380. All passengers, carry-on and checked baggage along with any equipment must be security screened.

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Passenger funds may not be used for any payments due under this agreement nor should any funds be collected for the charter contemplated herein until the Department of Transportation has approved the public charter flight(s) by the issuance of a PC# and waiver # (latter if required). Charterer certifies and warrants that all payments made prior to obtaining DOT approval for the charter are not from passenger/general public funds.

If this agreement is executed by an agent for and on behalf of the charterer, agent represents and warrants to Air Planning, LLC and the air carrier that i) it is duly authorized to execute and deliver this agreement for and behalf of the Charterer and ii) it is duly authorized to deliver and receive for and behalf of the Charterer any and all notices regarding this agreement and the charter flight(s) contemplated herein and iii) that the agent has been authorized in writing via a signed verification from the Charterer that the type of charter is, as defined under the section heading of this agreement "Type of Charter" and Charterer has been furnished with the information contained in this Section in writing. Agent agrees to indemnify and hold Air Planning, LLC and Charterer harmless from and against any loss, cost or expense (including reasonable attorney's fees) paid or incurred by Air Planning arising from or relating to any act or omission of Air Planning, LLC relating to the subject matter of this Agreement done or omitted at the request of the Agent. Further, and in addition to any other remedy which may be available to Air Planning, LLC if any representation by the Agent in this paragraph shall be deemed at any time to be inaccurate Agent (and any person signing on behalf of agent) shall be personally responsible for the fulfillment of all of Charterer's obligations hereunder. If Agent is acting on behalf of one or more agents that are acting on behalf of the Charterer, Agent will ensure full compliance with this section as if they were acting as agent for the Charterer.

ADDITIONAL TERMS AND CONDITIONS

Agent For Charterer

It is understood that Air Planning, LLC is acting as agent for Charterer and as such is not responsible for any delays (mechanical or otherwise), cancellations, substitutions, damages, losses or other causes of action experienced by the Charterer from alleged failures on behalf of Air Carrier(s) or Air Carrier(s)' agents, or for situations beyond the control of Air Planning, LLC. Air Planning, LLC. is not a direct or indirect "Air Carrier". Air Planning, LLC does not own or operate any aircraft. All flights are operated by FAR Part 135 or 121 air carriers or foreign equivalent ("Operators"), who shall maintain full operational control of charter flights at all times. Air Planning, LLC is acting as the agent for Charterer in the capacity of a service provider. Air Planning LLC reserves the right to substitute aircraft and/or Air Carrier(s) as necessary. Price and availability are subject to change until this Agreement is fully executed.

Approvals and Consents

Flights are contingent on Air Carrier(s)' timely receipt of any consents and/or approvals of domestic or foreign governments, and/or other cognizant authorities including but not limited to airport management, ground handling service providers, customs, immigration, or other entity as required. Departure and arrival aircraft and passenger handling will be determined by the appropriate airport authorities and the air carrier. Ramp or terminal operations

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are not guaranteed. Ramp operations will require Charterer to provide motor coach transportation for all passengers and baggage to and from the aircraft. Flights are also contingent on the timely granting of all landing rights and any other rights and permissions required to operate the flights. Air Carrier(s) and Air Planning, LLC assume no liability in the event that any approvals or permissions are denied, withdrawn or modified at any time prior to flight that result in cancellations, airport substitutions, changes of terminal and/or gates, check-in locations, boarding locations, or changes to departure or arrival times. The Captain shall at all times maintain control of the aircraft and his/her decisions are final. The Air Carrier(s) is solely responsible for operational control of the aircraft at all times. Charterer agrees to comply with all Air Crew instructions.

Indemnification

Charterer agrees to indemnify and hold Air Planning, LLC free and harmless from, and to defend Air Planning against any and all claims, actions, and demands asserted against Air Planning, LLC including any legal fees and expenses incurred in the defense of such claims, actions, demands, arising out of act(s) or omission(s) of Charterer or Air Carrier(s), its agents, officers, employees or flight participants.

Passenger Documentation, Secure Flight and APIS

Charterer is responsible for providing Advanced Passenger Information Service (APIS) 120 hours (5 days) prior to the departure of international flights both departing and arriving to or from the US. This information includes Passenger Name, Date of Birth, Gender, Citizenship, Travel Document Type, Travel Document Number (if applicable). International flights will not be operated without completed APIS information. Domestic manifests are due a minimum of 72 hours (3 days) prior to flight departure. Domestic manifests must include all passengers full name including middle name or initial (as it appears on their government issued ID), birth date and gender. Manifests must be submitted electronically in the format specified by Air Planning, LLC. Due to security requirements, name changes or additions may not be accepted within 24hrs of departure. Charterer is solely responsible for the accuracy of APIS and manifest information, as well appropriate passenger travel documentation required for travel as outlined in the Itinerary section of this agreement. Air Planning, LLC assumes no liability for passengers that do not have appropriate documentation for travel. Charterer is responsible for providing all information required by the Transportation Security Administration's Secure Flight program. Any fines, penalties, or other resultant costs of any kind imposed as a result of inaccurate or missing information are the responsibility of the Charterer.

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Fuel Price Surcharge

In recognition of the possibility of continuing increases in the price of fuel required to furnish a Charter Flight, Charterer agrees that a fuel price surcharge may apply on both live (passenger carrying) and ferry (aircraft positioning) legs. To the extent aircraft fuel prices (including into-plane fees and fuel taxes) for a Charter Flight operated pursuant to this Agreement are greater than the Base Fuel Price, Charterer shall pay Air Planning, LLC for the amount of such increase. Failure to pay fuel surcharges may, at the option of Air Planning, LLC result in cancellation of flights referred to in the itinerary of this agreement. Applicable cancellation charges will apply. There is not a specific time period for which a fuel surcharge may be billed after contracted flights are completed. Charterer unconditionally guarantees and shall pay any fuel surcharge within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent. Fuel Base for flights operated pursuant to this agreement is \$3.50 .

Baggage Transportation

Skycap service/porter service is not included. Air Planning, LLC can arrange for these services, subject to availability, and at client's request. Additional charges will apply. Charterer, or individual passengers are responsible for bringing all baggage required to be checked to the designated check-in counter(s), or other area as instructed by Air Planning, LLC. Charterer or individual passengers are responsible for collection of checked baggage at designated carousel or other area as instructed by Air Planning, LLC.

Baggage and Cargo Allowance & Conditions of Carriage

Maximum aircraft payload, inclusive of passengers weights, carry-on luggage, personal checked baggage, and all additional equipment and cargo, herein after referred to as Total Payload, is estimated at a maximum of 34,000 pounds. Passengers are allowed one checked bag and one carry on bag. Actual passenger weights may reduce baggage allowance. Aircraft may exceed cubic capacity (bulk out) before exceeding payload capacity. Charterer warrants that Total Payload will remain within the maximum payload limitations specified by Air Carrier(s) for each flight. Payload carrying capacity may be reduced by factors including but not limited to airport runway usable length, restrictions, weather conditions, or other factors beyond the control of Air Planning, LLC or Air Carrier(s). Charterer is solely responsible for arranging transportation for payload that cannot be accommodated on aircraft. In the event of substitution of aircraft for any reason, Charterer shall have no right to more passenger seats, baggage space or cargo space of any kind, and shall not utilize any increase in payload carrying capacity. Charterer shall be solely responsible for transport of passengers, baggage and cargo in excess of the Total Payload stated in this Agreement, regardless of whether or not Air Carrier(s) or any substituted Air Carrier(s) transported this payload on a previous flight. Charterer shall be responsible for any airline demurrage charges. Charterer agrees to abide by the terms and conditions of Air Carrier's Contract of Carriage. Charterer must provide each passenger with written notice of the air carriers rules, contract of carriage and limitations of liability.

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Loss or Damage

Charterer shall reimburse air carrier for any loss or damage to the Aircraft caused by the willful misconduct, negligence, or other fault of the charterer and/or passengers; however, charterer shall not be responsible for any normal wear and tear to the aircraft. If at any time during the course of this chartered flight, charterer and/or its passengers shall cause any loss or damage to the Aircraft whether by reason of willful misconduct, negligence, or otherwise, Air Carrier, at the Captain's discretion, shall have no further obligations under this Agreement, provided however that such discontinuance of Operator's obligations shall not constitute Air Carriers's sole remedy, and Air Carrier shall not be deemed to have waived any other claims, rights, or remedies.

Charterer shall not be responsible to Air Carrier for any injury or death of member of the crew or other personnel employed by Air Carrier unless caused by the negligence or willful misconduct of charterer or passengers. Air Carrier shall not be liable for loss or delay, or damage to, baggage or cargo, or for delay, death, or personal injuries to charterer or passengers arising out of, or in connection with, transportation and services to be rendered hereunder, unless such loss, damage, delay, death or personal injuries shall be caused by the negligence of Air Carrier and unless caused by Air Carrier's willful breach of the agreement.

Departure Times

Departure times are not guaranteed. Times are subject to change for reasons including but not limited to airport and slot approvals and the availability of aircraft and passenger services. Direct loads, direct offloads or terminal operations are not guaranteed under any circumstances, and are subject to approval of entities including but not limited to the Air Carrier(s), Transportation Security Administration (TSA) or its applicable foreign equivalent, airport authorities, security screening companies, and ground handling service providers. Approval may be rescinded at any time. In the event that necessary screening cannot be arranged, the flight segment shall be operated out of an airport where TSA or applicable foreign equivalent screening is available. The Charterer unconditionally guarantees the payment of any additional fees associated with screening passengers within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent.

Tax Charges

Taxes are based on current data available at the time of initial pricing proposal. Tax charges are subject to change without notice and are the responsibility of the Charterer. Charterer unconditionally guarantees payment of any tax charge increases within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent. FET, if applicable on charter flights, is included (unless specifically stated otherwise) on the air transportation attributable to the amount charged by the direct or indirect air carrier. FET does not apply to service fees.

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Checked Baggage

Checked baggage contents are for the convenience and normal wear of the passengers and must not contain any items that are prohibited by the, TSA (Transportation Security Administration) or foreign equivalent. Visit www.tsa.gov for more information regarding prohibited items. Neither Air Planning, LLC or Air Carrier(s) will assume any liability for items unsuitable as checked baggage such as, but not limited to, musical instruments (including but not limited to guitars, drums), electronics (including but not limited to computers, phones, mobile devices, DVD players, TVs), ornamental items (including but not limited to antiques, clocks), artistic items (including but not limited to paintings, sculptures), photographic equipment (including but not limited to cameras or lenses), sporting/recreational equipment (including but not limited to skis, golf clubs, bicycles), paper (including but not limited to decorations, manuscripts), perishables (including but not limited to fruits, plants, chemicals, medicines), items made of or bottled in glass (including but not limited to crystal, perfumes, liquor), jewelry, currency or any item of value. Charterer agrees to abide by the terms and conditions of Air Carrier's Contract of Carriage.

If Charterer requests and Air Carrier(s) agrees to carry such items, carriage will be at the sole risk of Charterer, and Charterer shall indemnify Air Carrier(s) for any such damages arising from the carriage of such items. These items must be adequately packaged in an original factory sealed carton, cardboard mailing tube/container, or case designed for shipping or packed with internal protective material. A release may be required before acceptance of such items for carriage. Soft pack suitcases or bags constructed of cloth, canvas, or plastic or combinations thereof are also considered fragile and Air Planning, LLC shall have no liability with respect to the damage of such items. Air Planning, LLC is not responsible for any claims arising from lost or damaged valuables, and it is strongly recommended that if any valuables are checked as baggage, Charterer and/or passenger should insure these items.

Confidentiality

The parties hereto acknowledge and agree that the provisions of this Agreement, including the pricing and cost provisions hereof, are secret and highly confidential. Accordingly, Charterer agrees that it will not reveal or disclose any of the commercial terms of this Agreement to any party without the prior written consent of Air Planning, except as otherwise required by law or except to the extent necessary to enforce any of the terms or conditions of this Agreement.

Governing Law

In the event Air Planning, LLC or Charterer commences legal action as a result of this agreement or to enforce any provision hereof, Air Planning, LLC shall be entitled to recover from Charterer, in addition to damages, the attorneys fees and any expenses incurred by Air Planning, LLC as a result of such action. This Agreement constitutes the entire understanding and agreement between Air Planning, LLC and Charterer. No communications, representations, understandings or commitments, oral or otherwise, either prior to or subsequent to this agreement shall apply. This Agreement may only be amended in writing with the consent of both parties.

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Miscellaneous

Section titles of this Agreement are inserted for convenience only, and in no way define, limit or describe the scope or intent of this Agreement and are not considered to be a part of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed the original, but all of which together constitute one and the same instrument. Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority. In the event any section, clause, paragraph or provision of this agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, it shall not affect or invalidate any other section, clause, paragraph or provision of this agreement all of which shall remain in full force and effect. Any damage caused to the aircraft by the Charterer and/or its passengers is the responsibility of the Charterer, excepting normal wear and tear.

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Date: *11/15*