

SMOKY MOUNTAIN AIR CHARTER (SMAC)  
CONTRACT TERMS AND POLICIES

AGREED TERMS OF FLIGHT:

This agreement is between SMOKY MOUNTAIN AIR CHARTER, Strawberry Plains, TN Phone: (865) 388-5031, and the Client identified below for the purpose of arranging aircraft charter services as specified below.

Client \_\_\_\_\_

Client Address \_\_\_\_\_

\_\_\_\_\_

Client Telephone \_\_\_\_\_

Name, Age, & Weight of Each Passenger:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Minors must be accompanied by parent or guardian or must have a signed, notarized release from parent or guardian)

Aircraft: Piper Seneca, N969WA

Crew Matthew Hatfield, Pilot

Flight Itinerary: Departure Date: \_\_\_\_\_ Departure Airport: \_\_\_\_\_

Scheduled Stops: \_\_\_\_\_ Arrival Airport: \_\_\_\_\_

Return Flight Date: \_\_\_\_\_ Departure Airport: \_\_\_\_\_

Scheduled Stops: \_\_\_\_\_ Final Airport: \_\_\_\_\_

Estimated Total Price: \$ \_\_\_\_\_

This price is inclusive of all airplane, crew, complimentary snacks & beverages, and pilot expenses charges. Fuel charges are estimated in this quote and will be adjusted based on the actual fuel charges incurred. Any airport, ramp, tie down or landing fees are in addition to the price quoted. Special catering, deviations from the itinerary, and other transportation are not included. Additional expenses may apply due to unforeseen weather conditions or changes in flight itinerary. These expenses may include but are not limited to hangar fees, deicing, and if rerouted due to weather conditions any additional flight time.

Payment must be received by SMOKY MOUNTAIN AIR CHARTER, in the form of a certified bank check, cash, credit card, or money order prior to scheduled departure. If the aircraft is unable to complete any portion of the itinerary due to adverse weather, operational, or mechanical reasons, Client shall be notified as soon as

practical and SMOKY MOUNTAIN AIR CHARTER shall refund to Client all monies paid with respect to the portion of the cancelled charter flight legs, to the extent paid by client.

## GENERAL CONDITIONS OF CARRIAGE

The following are the General Conditions of Carriage applying to the carriage of passengers and baggage on SMOKY MOUNTAIN AIR CHARTER flights.

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them:

We, our, ourselves and us means SMOKY MOUNTAIN AIR CHARTER.

You, your and yourself means any person, except members of the crew, carried or to be carried in an aircraft. (See also the definition for passenger).

Baggage means your personal property accompanying you in connection with your trip.

Damage includes death, wounding, or bodily injury to a passengers loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental to it performed by us.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft, with our consent or with the consent of the carrier. (See also the definition for you, your and yourself).

### **Route**

The route listed above is the route that you have purchased and is valid for transportation from your point of origin, via any previously agreed stop-over and/or transfer points, to the destination as shown. The fare listed is calculated on the basis of the entire journey. Should you wish to change your journey you must arrange this in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original journey.

### **Fare**

Your fare is listed above. Your fare must be paid in advance. We require a 100% deposit to secure the air charter and the balance due prior to departure. There is a 20% penalty if the client cancels the trip within 7 days of the scheduled departure date. We accept cash, check, bank wire, credit card, or money order. If using a credit card there will be an additional 3.5% credit card usage fee.

### **Seating**

We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

### **Refusal**

In the reasonable exercise of our discretion, we may refuse to carry you or your baggage. In this circumstance you will be entitled to a refund if you have already paid. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:

such action is necessary in order to comply with any applicable Government laws, regulations or orders,

the carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew,

your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property,

you have committed misconduct on a previous flight,

you have not paid the applicable fare, taxes or charges;

you fail to observe our instructions with respect to safety or security,

you have previously committed one of the acts or omissions referred to above.

## **Baggage**

Baggage is subject to limitations based upon safety and security. If there are restrictions on baggage, you will be notified in advance.

You must not include in your baggage:

items which are likely to endanger the aircraft or persons or property on board the aircraft,

items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to,

items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request,

Firearms and ammunition must be declared. We may at our discretion accept firearms and ammunition as checked baggage. Firearms must be unloaded with the safety catch on, and suitably packed,

We are not responsible for valuables in your baggage such as money, jewelry, precious metals, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples; you should maintain control of these items at all times,

If despite being prohibited, any items referred to are included in your baggage, we shall not be responsible for any loss or damage to such items.

We maintain the right to refuse to carry as baggage the items describe above, and we may refuse further carriage of any such items on discovery.

We may refuse to carry as baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or safety or operational reasons.

We may refuse to accept baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

For reasons of safety and security we may request that you permit a search of your person and baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described above or any firearms, ammunition or weapons, which have not been presented to us are present. If you are unwilling to comply with such request we may refuse to carry you and your baggage.

We may specify maximum dimensions or weight for baggage which you carry on to the aircraft. If your baggage cannot be stored in the spaces available, or is of excessive weight, or is considered unsafe for any reason, it may be refused.

### **Animals**

Animals must be declared in advance of the flight agreement. If we agree to carry your animals they will be carried subject to the following conditions:

You must ensure that animals such as dogs, cats, household birds and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us which are available on request.

If animals are carried, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry.

We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, cost, losses of liabilities reasonably imposed or incurred by us as a result.

### **Schedules**

We undertake to use our best efforts to carry you and your baggage with reasonable dispatch and to adhere to schedules on the date of travel. We may have to change time of flights, often for reasons beyond our control, and consequently times cannot be guaranteed.

If we must cancel a flight prior to take-off, we shall, at your option, either:

- Carry you on the same scheduled flight at another time;
- Re-route the flight, with any fare changes being your responsibility;
- Refund your fare.

If a flight must be cancelled or amended after take-off, due to circumstances beyond our control, you shall be financially responsible for the portion of the flight actually taken, and we shall, at your option, either:

- Carry you on the same scheduled flight at another time;
- Re-route the flight, with any fare changes being your responsibility;
- Refund your fare with respect to the portion of the cancelled charter flight leg(s);

We accept no responsibility for separate connections to or from our flight to any other airline or mode of transportation where separate tickets are used.

### **Conduct aboard aircraft**

If in our opinion you conduct yourself onboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, or refused any further carriage on the whole of our flight network and may be prosecuted for offences committed on board the aircraft.

### **Electronic devices**

For safety reasons, we may forbid or limit operation onboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. We will specify prior to take off which devices may be used and when they may be used.

Operation of hearing aids and heart pacemakers is permitted.

### **Liability Waiver**

The liability of SMOKY MOUNTAIN AIR CHARTER and each carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

Any liability we have for damage, will be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable law;

We are not liable for any damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same; We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property;

We shall have no liability whatsoever for damage to articles contained in baggage including fragile or perishable items, items having a special value, such as money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples;

We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition;

By your signature, you will waive your legal rights to claim, sue or attempt to hold liable SMOKY MOUNTAIN AIR CHARTER for any injury, death or property damage sustained in connection with any aircraft trip unless attributable to gross negligence on our part;

You understand that flying in private aircraft necessarily entails the risk of bodily injury, death and property damage from a combination of factors including but not limited to: mechanical failure, defects in runways and unimproved landing strips, weather, or other unanticipated events including, but not limited to, interference by wildlife, limited or nonexistent air traffic control and radar coverage in remote areas, limited instrument approach procedures to airports, difficult search and rescue in remote areas, unfavorable weather or terrain conditions,

latent defects in aircraft, the possibility of contaminated fuel, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes.

Notwithstanding these risks and other hazards of flying in small aircraft which may be foreseeable but not specifically identified herein, you understand and acknowledge that you will expressly and voluntarily assume all risks and full responsibility for any bodily injury, death or property damages arising out of or related to a SMOKY MOUNTAIN AIR CHARTER flight due to any circumstances beyond the control of, or unintentional wrongdoing of the parties being released;

By signing, you do by these presents for yourself, your heirs, executors, and administrators, hereby remise, release, and forever discharge SMOKY MOUNTAIN AIR CHARTER, of and from any and all manner of action or actions, cause or causes of action, suits, liability for personal injury or death or property damages incidental thereto, including, but not limited to, medical bills, life earnings, pain and suffering, claims and demands whatsoever, in law or equity, which against SMOKY MOUNTAIN AIR CHARTER or its employees, servants, agents, or representatives you have had, now have, or which you may have on account of your voluntary participation in a flight with SMOKY MOUNTAIN AIR CHARTER, and anything incidental thereto, or which your heirs, executors, or administrators hereafter can, shall, or may have, for or by reason of any matter, cause or thing whatsoever from the date of these presents forward, unless such damage is caused by gross negligence on the part of SMOKY MOUNTAIN AIR CHARTER.

It is your intent in agreeing to the above provisions that neither SMOKY MOUNTAIN AIR CHARTER nor any of its employees, servants, agents, or representatives be held liable or be required to expend any monies for any reason whatsoever in regard to your participation, involvement, or connection with this flight, unless damage occurs due to gross negligence of SMOKY MOUNTAIN AIR CHARTER.

You understand and acknowledge that the pilot in command alone will determine the place and time of departure, the route or path of flight, the adequacy of the weather, trip security, the altitude of the flight, and the various airports at which the pilot intends to land, and all other considerations of safety and security. You understand and acknowledge that the pilot's aircraft liability policy is the only insurance available for the flight for injury, death or property damage in connection with a SMOKY MOUNTAIN AIR CHARTER trip.

***This Agreement is Agreed to and Accepted By:***

\_\_\_\_\_  
Printed Name, Passenger

\_\_\_\_\_  
Signature

Accepted by:

**Matthew Hatfield**  
SMAC Representative

\_\_\_\_\_  
Signature