

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (“Agreement”) dated this ____ day of _____, 2013 is by and between ClearJet, LLC, a Florida Limited Liability Company (“Clearjet”), with an address at 5675 Jason Lee Place, Sarasota, Florida 34233 and

Co. Name: _____, a _____ corporation (“Operator”), with an address at:

Street: _____

City: _____ State: _____ Zip: _____

Operator’s FAA certificate number is _____.

RECITALS

Clearjet – is not an air carrier, does not own any aircraft nor does it engage in the business of maintaining, repairing, operating or evaluating the condition of any aircraft. Clearjet enters into this Agreement as a broker, seeking to procure and co-ordinate air transportation on behalf of its Members.

Operator – is a private air carrier, properly licensed in all jurisdictions in which it operates. Operator has previously supplied Clearjet with proofs of licensing, insurance, maintenance and other requested documentation. Operator enters into this Agreement engaging Clearjet’s services as a broker to provide Operator with potential Members (as defined herein) for private air transportation.

Member – is a client of Clearjet engaging Clearjet’s services, under separate agreement, to broker private air transportation.

TERMS

1. Scope of Agreement. Clearjet, acting solely as agent for its Members, may from time to time request Operator to provide an actual quote for air transportation for such Members.

- a. On each such occasion, Clearjet will notify Operator of the passengers’ desired points of departure and arrival, the date and time of travel and any additional needs.
- b. Operator may then provide to Clearjet, within 72 hours, a travel itinerary and firm price quote for the desired air transportation.
- c. Upon receipt of the aforementioned itinerary and firm price quote, Clearjet shall immediately relay same to its subject Member who shall have twenty-four (24) hours to accept such. Upon acceptance, Clearjet will provide Operator with the subject Member’s name, address telephone number and e-mail address. Clearjet will also provide Member with the name, address, telephone number and e-mail address of the Operator. Operator and Member

shall then communicate with each other and coordinate the logistics of the requested and quoted air transportation and enter into a contract memorializing the requested and quoted flight details.

2. Obligations & Responsibilities of Parties. Nothing in this Agreement shall require Clearjet to make any request for air travel with Operator, nor shall it require Operator to fly passengers upon the request of Clearjet. Operator will have the exclusive responsibility for operational control of the aircraft and for conducting flights in accordance with all applicable regulations, requirements, customary industry practices and the terms of this Agreement. Operator, and not Clearjet, shall have common carrier liability to passengers.

3. Operator Fees. Operator will be charged a monthly fee for its inclusion within the Clearjet.Net Network of Operators. The monthly fee is \$250 per month (includes one aircraft) plus an additional \$50 for each additional aircraft that is submitted to the ClearJet Network of Operators. Notwithstanding the above, the Operator DOES NOT start paying the monthly fee until a flight is booked through clearjet.net. Once Operator accepts their first charter request, the monthly fee starts immediately and Operator is committed to pay that fee for a minimum of three (3) months. The monthly fee will be charged to Operator's credit card which is on file with Clearjet.

4. Relationship of the Parties. Clearjet is acting solely as agent for its Members. Members means those individuals who have authorized Clearjet to act as agent on their behalf to secure charter air transportation. Nothing in this Agreement will be construed as creating any partnership, joint venture, or other form of joint enterprise between Clearjet and Operator.

5. Passenger Relations. Operator agrees that it will abide by the policies and service requirements established by Clearjet for the benefit of its Members that are provided to Operator from time to time in writing.

6. Payment by Members. Clearjet shall have no direct responsibility for the payment to the Operator. Rather, Member will make payment directly to Operator for quoted air transportation cost under terms and conditions independently agreed to by Member and Operator which payment is separate from the \$499.00 transaction fee paid by the Member to Clearjet.

7. Operator Covenants. Operator covenants that, at all times:

- a. Operator's Personnel will be properly licensed, certified, and trained to perform their duties under this Agreement.
- b. Operator's Personnel will operate aircraft in compliance with all governmental rules and regulations, including but not limited to those of the Federal Aviation Administration. Operator holds a currently effective Part 135 (14 C.F.R. 135) registration as an "air taxi" from the Department of Transportation authorizing Operator to engage in air transportation as defined in 49 U.S.C. 40102. Operator also holds a currently valid Part 135 (14 C.F.R. 135) certificate from the Federal Aviation Administration including valid operations specifications.

c. Operator will comply with all applicable laws, statutes, ordinances, rules and regulations of each country and state where applicable.

d. Operator will maintain an insurance policy of at least \$50,000,000 combined single limit, bodily injury to passengers and property damage liability. Upon execution of this Agreement and before each flight, Operator will provide Clearjet with a certificate of insurance to demonstrate Operator's compliance with this Paragraph 6(d). Such certificate of insurance shall name Clearjet as an additional insured, shall contain waivers of subrogation as appropriate and shall not be cancelable without thirty (30) days prior written notice to Clearjet.

e. Operator will make best faith efforts to make any aircraft utilized by Clearjet available for aircraft cabin/interior quality inspections.

f. Operator, and its pilots and crew agree that pricing, fees, and other sensitive customer related specifics and matters must be held in strict confidence and never discussed with any person or passengers.

g. Operator and/or its staff will not solicit Clearjet Members.

8. Representations and Warranties.

a. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(i) Corporate Status. It is an entity in good standing under the laws of its jurisdiction of organization and has the full right, power and authority to enter into this Agreement and to grant the rights herein granted.

(ii) No Conflicting Obligations. The performance by such party pursuant to this Agreement will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any organizational instruments of such party or any agreement to which such party is a party or to which it is bound.

b. Representations and Warranties of Operator. Operator represents and warrants that:

(i) Additional Operator Information. Operator's FAA certificate number is specified in the preamble to this Agreement. Attached hereto as Exhibit 1 is a list of the information that Operator shall provide to Clearjet and update from time to time as changes are made.

c. No Other Warranties. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

9. Indemnification.

a. Operator agrees to indemnify, defend and hold harmless Clearjet, its affiliates, officers, directors, employees, consultants and agents from any and all claims, demands, liabilities, damages and/or costs (including but not limited to, reasonable attorneys' fees) arising from or alleged to rise from or related to (a) any breach of covenant, representation, or warranty under this Agreement or (b) Operator's performance or failure to perform its obligations or air transportation services under this Agreement, irrespective of Operator's negligence, recklessness, or misconduct. The indemnities contained in this Section 8 shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement.

b. Clearjet agrees to indemnify, defend and hold harmless Operator, its affiliates, officers, directors, employees, consultants and agents from any and all claims, demands, liabilities, damages and/or costs (including but not limited to, reasonable attorneys' fees) arising from or alleged to rise from or related to (a) any breach of covenant, representation, or warranty under this Agreement or (b) Clearjet's performance or failure to perform its obligations or air transportation services under this Agreement, irrespective of Clearjet's negligence, recklessness, or misconduct. The indemnities contained in this Section 8 shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement.

10. General Provisions.

a. **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflict of law principles. The exclusive jurisdiction for any litigation arising out of this Agreement shall be the state and federal courts located in the State of Florida.

b. **Entire Agreement.** This Agreement constitutes the complete agreement among the parties with regard to the subject matter addressed in this Agreement and supersedes all other agreements (including confidentiality agreements), promises, representations and negotiations, whether written or oral, among the parties regarding the subject matter of the Agreement. No amendment of this Agreement shall be valid or take effect unless it is in writing and signed by all parties.

c. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written permission of the other party; provided, however, that Clearjet may, without the prior written consent of the Operator, assign its rights and obligations under this Agreement to its affiliates, successors and permitted assigns, including another entity which succeeds to its business or assets. Any assignment in violation of this provision will be null and void.

d. Waiver. No waiver of any term or condition or of any breach of this Agreement, or of any part of it, shall be deemed a waiver of any other term or condition or of any later breach of the Agreement or of any part of it. Any waiver must be in writing signed by the party making such waiver.

e. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

f. Notices. Any notice, consent, approval or disapproval, required or permitted under this Agreement shall not be valid unless in writing and shall be given either personally, by certified mail, return receipt requested, or by fax which the sending party must confirm, at the addresses noted in the first paragraph to this Agreement.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf, as of the date and year first written above, by its duly authorized representative.

OPERATOR:

CLEARJET JET, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

INFORMATION TO BE PROVIDED BY OPERATOR

- 1. Operators PART 135 Air Carrier Certificate**
- 2. Operator's A001**
- 3. Operator's D0-85**
- 4. Proof of Insurance (\$50,000,000 minimum)**
- 5. Rider to Insurance listing Clearjet as an "Additional Insured"**
- 6. Proof of Argus rating (gold or platinum) or Wyvern "Wingman" Status**