

**> Aircraft Delivery A.K.A Ferry Flight Contract**

<sup>3</sup>The Contractor<sup>2</sup> shall be `Sky Ferry Aircraft Delivery LLC. <sup>3</sup>The client<sup>2</sup> shall be .....

<sup>3</sup>The aircraft<sup>2</sup> shall be ...1 x ....., registration ....., manufacturers serial number .....

The contractor undertakes to fly the aircraft from its location at .....(US)....., to the location/ICAO at .....

The aircraft shall be a standard manufactured and certificated aircraft, and shall have all appropriate airworthiness and registration documentation supplied and ready at the time of the ferry flight. All experimental aircraft are taken on and accepted on a case by case basis due to the complexity of certification and prior operating history of the aircraft, builder and/or manufacturer.

The contractor shall pay all costs associated with this ferry flight with the exception of hull insurance for the aircraft which shall remain the responsibility of the client. The client shall furnish to the contractor prior to departure from ..... with a valid certificate of insurance for the duration of the ferry flight, via the ".....Route" to include overflight and stop via ....., Failure to comply with this requirement will lead the client to be in breach of contract. Mechanical breakdown exclusions are covered below.

The costs which the contractor undertakes to pay include all fuel, landing and handling fees, navigation charges, pilot expenses including overnight expenses and the cost of positioning the pilot to <sup>3</sup>.....<sup>2</sup> and repatriating the pilot from <sup>3</sup>.....<sup>2</sup> on completion of the ferry flight. Weather delays are covered at the contractor<sup>1</sup>s risk upto a maximum duration of 72hours, delays beyonds this are charged at \$450 (USD) daily plus actual expenses which shall be documented with original receipts available for inspection on delivery. It is the intent of this undertaking that all costs relating to this ferry flight are covered by the contractor, and the consideration payable shall be for a turnkey operation.

The contractor indicates, but does not guarantee to the client, an estimated time en route of .... days<sup>2</sup> from leaving ..... No guarantees as to timing can be given due to the nature of the weather across the Eastern route due to North Atlantic "fall/winter" weather and potential ice/snow storms. The contractor

insists on his absolute discretion as to the route and timing chosen.

In the event of a mechanical breakdown en route the contractor undertakes to arrange to have the aircraft repaired at any suitable repair station in discussion with the client. Mechanical delays of more than 3 days en route shall attract an additional charge of \$450 USD per day, payable on arrival in ..... In the event of a severe mechanical breakdown (in excess of 3 days) the contractor reserves the right to repatriate the pilot from the stranded location to Any US or European location at the clients choice. The contractor undertakes in this event to reschedule the ferry flight at the earliest possible opportunity thereafter. The cost of transport back to the point of breakdown will be at the clients expense.

In consideration of this undertaking the client shall pay the contractor the sum of .....\$.....(USD)..... to be deposited into the contractors designated account.

This sum shall be payable to the contractor's bank account, and shall be in that account and visible to the contractor by not later than 7 days before departure. Cancellation once a contract is agreed will incur a charge of 33% of the contract fee if cancelled up to 14 days prior to the agreed date, and 50% if cancelled thereafter.

The aircraft shall be supplied filled with full fuel on departure at the Clients expense. The aircraft will arrive with arrival fuel.

The delivery shall include the additional following services inclusive within the quotation:

1)

In the event of a dispute over this contract, the client and the contractor will be subject to the laws of the USA or France.

The Client also agrees to the contractors general terms and conditions which can be viewed at: <http://www.sky-ferry.com/index.php?CID=106> OR by clicking on our terms and conditions page under the sub-link: Services.

Dated .....

The Client: (Please Print and Sign name)

The Contractor: