

HAUTE JETS

BY HAUTE LIVING



Javier Rojas  
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999 Brickell Ave, #840  
Miami, FL 33131, United States

Prepared for

Mike Jackson  
mike@cdsconsultants.net

Quote 655

DATE: 01/07/25

AIRCRAFT: Falcon 900C

MESSAGE: Falcon 900C (Heavy Jet)  
Heavy Jet  
Seats: 14  
YOM: 1990  
YOR: 2020



Itinerary (local time)

DATE	ETD / ETA	DEPART / ARRIVE	PAX	ETE	NM
01/07/25	20:00	St John's (Antigua), AG (TAPA) - V.C.	2	2:02	654
	21:02	Bird International Providenciales, TC (MBPV) - Providenciales			
				2:02	654

Quote

Subtotal:	\$ 59,064.32
Total:	\$ 59,064.32

Signed by:  
*Mike Jackson*  
3EA8B352A1EF440...

1/7/2025

Signature

Date



BY HAUTE LIVING

## Aircraft Charter Standard Terms and Conditions

### Charter Service Agreement

This Charter Service Agreement ("Agreement") is effective as of the day it is executed by and between Haute Jets, a Florida limited liability company with its primary place of business at 999 Brickell Ave #520, Miami, FL 33131, (hereinafter referred to as "Haute Jets") and Mike Jackson (hereinafter referred to as "Client").

By using the services provided by Haute Jets, as agent for Client, Client agrees to be bound by the terms and conditions set forth below. Client acknowledges and agrees that the aircraft charter business and air charter brokerage business is regulated by certain national, international, state and local governmental laws and regulations and that such laws, regulations and best practices in the industry may change from time-to-time and, accordingly, Haute Jets shall have the right to modify this Agreement at any time by providing written notice to Client, and such modifications to this Agreement shall be effective upon Haute Jets receiving notice from the Client that the modifications are acceptable. By executing this Agreement, Client agrees to periodically review this Agreement and to be aware of such modifications to this Agreement. Accordingly, Client's continued use of Haute Jets services shall be deemed Client's conclusive acceptance of any modifications to this Agreement.

**1. General:** Haute Jets desires to act as an agent for Client and arrange charter services between Client and one or more certified air carriers (hereinafter referred to as "Carrier") under applicable regulations of the United States Federal Aviation Administration ("FAA") and Department of Transportation ("DOT"). Once Client has confirmed a charter, Haute Jets shall be authorized, as Client's agent, to enter into a charter contract with Carrier. Flights will be operated in accordance with United States Federal Aviation Regulation ("FAR(s)") Part 135 and Carrier will have operational control of the aircraft at all times.

Flights can be sourced through Haute Jets Preferred Direct Air Carriers that meet all FAA or CAA safety standards and additional safety standards established by Haute Jets. **CLIENT ACKNOWLEDGES AND AGREES THAT HAUTE JETS IS ONLY ACTING AS AN AGENT OF CLIENT FOR THE ARRANGEMENT OF THE CHARTER FLIGHTS DESCRIBED HEREIN.**

This Agreement shall be binding and remain in full force for each charter flight arranged by Haute Jets until it is cancelled in writing by either party. This Agreement shall be supplemented for each specific charter flight by a separate "Charter Quote", which will include the flight details, pricing, cancellation terms, restrictions, description of the aircraft, and other applicable information and payment instructions. Haute Jets (the Air Charter Broker) acting as an "Authorized Agent" for the Charterer (client) shall; maintain non-owned aircraft liability insurance in an amount not less than \$100 million.

**2.Costs and Expenses:** The Charter Quote for each specific trip shall set forth the charter price and any associated costs and expenses for each unique charter. Client shall be responsible for additional charges incurred by Haute Jets in the provision of the services described in this Agreement and Client may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time the Charter Quote is executed); such additional costs and expenses shall include, without limitation, catering costs, ground transportation costs, flight phone costs, de-icing costs, fuel surcharges, crew expenses, air space navigation fees, weather service fees, international fees and such other costs and expenses as are incidental to charter services. Client shall further be responsible for all taxes including but not limited to: sales, use, VAT, stamp, FET, transfer, and other fees, duties and penalties that may be imposed by any federal, state, county, local, foreign or other governmental authority as a result of the flights and services provided in connection with this Agreement ("Taxes"). Client shall defend, indemnify and hold Haute Jets harmless against any such Taxes which are the obligation of Client hereunder. The obligations of Client under this Section shall survive the termination of this Agreement. If a deviation from the original itinerary is requested by Client and agreed to by Haute Jets, or if any such deviation is caused or necessitated by Client's actions, then the amount owed by Client to Haute Jets may differ from the original cost.

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**3.Payment:** The payment for each charter flight shall be due upon confirmation of each charter. All flights must be fully paid prior to departure; payments must be received in order to confirm each flight as Haute Jets cannot guarantee the availability of the agreed upon aircraft until payment has been received. At the discretion of Haute Jets, credit cards may be accepted for payment of charges and such credit card payments can be subject to a processing fee. Additional payment terms may be arranged and agreed upon by Haute Jets and Client which shall be listed in the Charter Quote for each specific flight.

**4. Authorized Flight Schedulers:**

A. The Individuals listed below are authorized by Client to confirm, alter or cancel each charter flight arranged by Haute Jets on behalf of Client:

NAME	TITLE/RELATIONSHIP	PHONE	EMAIL

B. Client is responsible for immediately notifying Haute Jets in writing via email or facsimile if the list of authorized flight schedulers has changed in any way. Client shall be held responsible for any and all costs incurred by Haute Jets as a direct result of Client's failure to inform Haute Jets of such alterations in authorized schedulers. This includes any fees incurred by an individual whose authority has been revoked but Client has not notified Haute Jets in writing.

C. In order to schedule a flight, Client must contact Haute Jets via phone, email, facsimile or other previously agreedupon methods. The aircraft will not be confirmed or deemed chartered by Client until a credit card has been authorizedor prepayment has been received by Haute Jets for the amount listed on the Charter Quote, unless previously agreedupon and noted in the Charter Quote.

**5. Operation:** Carrier and the captain of the aircraft are authorized to take all necessary measures to ensure safety. He/she/it shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon Client and all passengers. Haute Jets does not control operations of Carrier, which under applicable FARs are the sole responsibility of Carrier, and Haute Jets is not liable for the operation, action and undertakings of Carrier.

**6. Liability for Damages:** Client shall be held liable for any and all damages to the aircraft and property of Carrier, which was caused by Client or Client's guests.

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**7. Limitation of Liability:** Haute Jets shall not be held liable for loss, injury, damage, delay or cancellation caused by or resulting from any act of God, economic or political sanctions, quarantine, failure or refusal on the part of any governmental agency to grant or issue approvals, clearance, permits or operating authority, rights or civil commotion, military emergency, war or war hazards, fuel shortages, weather conditions, mechanical breakdown, strikes or labor problems, or occurrences of similar or dissimilar nature which through no fault of Haute Jets shall prevent, delay or interrupt the furnishing or operation or performance of such transportation. In the event of any such occurrence, Haute Jets will use commercially reasonable efforts to provide other aircraft to meet Client's scheduled flight. Haute Jets shall not be responsible or liable for the transportation of passengers who fail to report at the specified Fixed Based Operator (FBO) at the departure airport, at the departure time of the flight, or who are, through no fault of Haute Jets, not aboard at the time of departure. If one or more members of one group fail to so report or board, Carrier may depart as scheduled and Carrier and/or Haute Jets shall in no way be responsible for or to Client or such individual for any damages and Haute Jets shall be deemed to have completed its contractual obligation to Client **HAUTE JETS SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) CONSEQUENTIAL, INDIRECT, 1, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES; (B) AMOUNTS IN EXCESS OF THE PRICE PAID FOR A PARTICULAR FLIGHT; OR (C) MATTER BEYOND ITS REASONABLE CONTROL.** Haute Jets shall not have, nor assume any responsibility or liability to Client for activities performed by Carrier. Carrier shall be solely responsible for all claims arising out of any and all occurrences, accidents or incidents that occur on or in connection with the aircraft operated by Carrier, including, without limitation, all personal injuries, property damage or death. Haute Jets is not responsible for any wrongful, or negligent act or omission by Carrier or its Personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. Client agrees that Client shall indemnify, defend, and hold harmless Haute Jets and Haute Jets officers, directors, agents and employees, and each of them (collectively the "Indemnitee(s)") from and against all claims, suits, actions, judgments, fines, penalties, damages, losses and liabilities, including, but not limited to third party claims and reasonable attorneys' fees, costs of litigation, and other expenses relating thereto, including the cost of establishing the right of indemnification under this Agreement, which arise out of or are in connection with activities associated with this Agreement, which are made, asserted, assessed, or accrued against any Indemnitee by reason of injury or death to any person or the loss o damage to any real or personal property. The foregoing indemnities shall not apply to the extent of any gross negligence or willful misconduct of any Indemnitee.

**8. Regulations:** This Agreement is subject to all governmental laws, rules and regulations governing the flights contemplated hereunder, including, without limitation any rules and regulations of the FAA, the Transportation Security Administration, DOT, and Internal Revenue Service which now or hereafter may be imposed or required.

**9. Identification:** Client is responsible for informing all passengers that prior to boarding the aircraft they must show at least one form of valid state/government issued photo identification to Carrier for domestic flights. Client must show carrier a valid passport for any international flights (including Canada and Mexico) and visas when required. Client will be notified if parental forms or any additional documentation is needed prior to the start of the first flight, and Haute Jets is not liable for Carrier's reasonable refusal to allow any passengers to board the aircraft who fails to provide appropriate identification. Absence of any forms requested inside of the cancellation period defined herein may result in additional costs or subject to a 100% cancellation fee.

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**10. Cancellation:** Cancellation Terms are as follows:

- A domestic round trip cancelled inside 4 days of the start of the trip is subject to a 100% cancellation fee
- An international trip cancelled inside 7 days is subject to a 100% cancellation fee
- ALL One-Way trips are subject to a 100% cancellation fee upon signing
- ALL Peak Day trips of any kind are subject to a 100% cancellation fee upon signing

A. All requests for services are subject to acceptance by Haute Jets. Haute Jets hereby expressly reserves the right to accept or reject any reservation requests for any reason, or for no reason, whatsoever. Your Charter Itinerary will be delivered by fax or email from Haute Jets providing a confirmation number and the estimated price quote, and specifying the date(s) and departure time of travel, flight segments arranged on your behalf, aircraft type and other requests specified by you when booking your flight. You will be requested to sign and return a copy of the Charter Itinerary signifying confirmation of its contents and consent to these Standard Terms & Conditions.

B. Client acknowledges that any change in date, time, itinerary, number of passengers or type of aircraft may be deemed a cancellation and may be subject to a cancellation charge. Haute Jets will use its best efforts to assist Client with any material change that is requested, but such changes are subject to the terms, regulations and policy of the Carrier. Client acknowledges that a no show may be considered a cancellation and the client may be charged up to 100% of the cost of the trip. Other types of cancellation charges may include, but are not limited to: costs incurred as a result of partial completion of itinerary, including but not limited to return of aircraft to its base, plus the greater of: (i) costs incurred for specifically positioning and repositioning an aircraft ahid flight crew in preparation for the cancelled trip, (il) flight charges equivalent to two hours of operation for each day of the cancelled itinerary, or (ill) any fees incurred by Haute Jets as a result of the client's cancellation. Haute Jets reserves the right to change the terms of its cancellation policy at any time and notice of such change will be given to the Client in a timely manner upon such change. Any cancellation of any confirmed Charter Itinerary or portion thereof may be subject to the terms and conditions of the specific air carrier selected. Haute Jets assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier. If there is a mechanical difficulty or if contracted aircraft is no longer available, Haute Jets shall use best efforts to provide an alternate aircraft or carrier of similar quality.

C. Peak Travel Days include but are not limited the following: New Year's Day, President's Day, Easter Sunday, Passover, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, Super Bowl. The term Peak Travel Days includes the day noted, as well as the four days prior and four days after. If a trip will cover a date of a Peak Day, the Charter Services Quote will specifically mention the Peak Day nature of the trip.

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**11. Exclusions or Omissions:** Haute Jets will be indemnified and held harmless by Client for any misrepresentations presented by the Carrier, on Haute Jets website or otherwise. Any exclusions or omissions either express or implied are not the responsibility of Haute Jets.

**12. Termination of Agreement:** Haute Jets and Client agree that either party may terminate this Agreement at any time with written notice. Client is obligated to pay all amounts due to Haute Jets for services provided before this Agreement shall be terminated.

**13. Binding Effect/Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any duty or right hereunder (except the right to receive moneys which are due hereunder) shall be voluntarily assigned by any party without the written consent of the other party, which consent shall not be unreasonably withheld. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force. This Agreement may be fully executed in two (2) or more separate counterparts by each of the parties hereto, all such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged via facsimile (or other electronic) transmission and any facsimile or electronic signatures shall be binding. All communications, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by e-mail or facsimile, receipt acknowledged, in each case in accordance with the contact information set forth below the parties respective signature blocks. In the event it becomes necessary to enforce the terms of this Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

**14. Disclosures:** Haute Jets acts as an agent of its clients and serves on their behalf to arrange charter flights. Haute Jets does not own or operate aircraft and is not a direct or indirect air carrier. All charter flights associated with Haute Jets are operated by third party FAA certified Part 135 air carriers. The Carrier operating the flights under this agreement exercises full operational control of the aircraft at all times. Carriers providing service under this agreement meet FAA requirements for commercial transportation of retail charter clients. Haute Jets maintains a non-operator insurance policy.

**15. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. Each party hereby consents to the nonexclusive jurisdiction and venue of the state and federal courts serving New York, New York.

**16. FORCE MAJEURE:** Haute Jets will not be deemed to be in breach of its obligations hereunder or have any liability or responsibility for any delay, cancellation or damage arising in whole or in part from any weather conditions, act of God, act of nature, acts of civil or military authority, civil commotion, war or warlike operations or imminence thereof, strike or labor dispute, blockade, embargo, government regulation, law, rule or authority, acts or omissions of government authorities including all civil aviation authorities, requisition of aircraft by public authorities, breakdown or accident to the aircraft, mechanical failure, lack of essential supplies or parts or if the safety of passengers and/or property is deemed by the aircraft commander or the carrier's operational supervisors to be in jeopardy, or for any cause beyond the direct control of Haute Jets.

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**17. DAMAGES:** a) Neither the air charter suppliers nor Haute Jets shall have liability or responsibility for delay, cancellation or failure to furnish any service to be provided to you when caused by mechanical difficulty, weather conditions, acts of God, acts of nature, acts of civil or military authority, civil commotion, war or warlike operations or imminence thereof, strikes or labor disputes, blockade, embargo, government regulation, law, rule or authority, acts or omissions of government authorities including all civil aviation authorities, requisition of aircraft by public authorities, breakdown or accident to the aircraft, mechanical failure, lack of essential supplies or parts, or if the safety of passengers and/or property is deemed by the aircraft commander or the carrier's operational supervisors to be in jeopardy, or for any causes beyond their reasonable respective control.

b) You assume all liability and responsibility for your safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with your air reservations and travel arranged by Haute Jets and performed by the air charter suppliers.

c) You, your agents, guests or passengers or any employees, if applicable, shall not engage in any act or possess any substance or allow cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted for you by Haute Jets.

d) Haute Jets makes no representations or warranties of any kind, either express or implied, as to any matter limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise.

e) If the Client's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the Carrier for death or personal injury and for loss of or damage to baggage.

f) You shall indemnify and hold harmless Haute Jets, together with, but not limited to, its affiliates, subsidiaries, parent corporations, successors or assigns, and any present or former officers, directors, shareholders, employees, agents, legal representatives or attorneys (the "indemnified parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the indemnified parties as a result of the services performed hereunder on your behalf.

g) IN NO EVENT WILL HAUTE JETS BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT. CLIENT WILL INDEMNIFY AND HOLD HAUTE JETS HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY HAUTE JETS BY REASON OF ANY ACTION OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS, PASSENGERS AND GUESTS. FURTHERMORE, CLIENT AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY CLIENT, OR ANY EMPLOYEE, AGENT, PASSENGER OR GUEST OF CLIENT, NORMAL WEAR AND TEAR EXCLUDED.

I have read and understand the terms and conditions stated herein; upon acceptance this document becomes a legal and binding contract and I hereby accept these Aircraft Charter Quote Terms and Conditions for the charter referenced herein. Any modification to this contract must be agreed to by Air Services in writing.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed, delivered and effective as of the date written below.

HAUTE JETS :

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CLIENT:

Signed by:  
*Mike Jackson*  
3EA8B352A1EF440...  
Print: Mike Jackson  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1/7/2025  
Address : \_\_\_\_\_  
Email: mike@cdsconsultants.net  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_



**Credit Card Authorization Form**

Cardholder's Name:

\_\_\_\_\_ Company

Name:

\_\_\_\_\_

Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

For AMEX: \_\_\_\_\_ 4 digit, non-embossed number located on above account number.

For VISA/MC: CVA# \_\_\_\_\_ 3 digit number at end of account # in signature area.

I authorize Haute Jets to charge my Visa, Mastercard, AMEX, or Discover Card (circle one). In addition to the amount for the charter trip, I authorize Haute Jets to charge incidental charges to include, but not limited to, items such as catering, limousine services, flight phone, de-icing, and international fees, which may be in addition to the amount stated below. If payment is not received within seven (7) business days of the trip date, the card may be charged and subject to a non cash discounted price.

Keep my credit card information on file for future trips. \_\_\_\_\_ (Initials)

[For identification purposes] Mother's Maiden Name: \_\_\_\_\_

Signed by: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: 1/7/2025 \_\_\_\_\_  
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**Peak Activity Terms and Conditions**

Holiday Period Cancellation Terms are defined as applicable for trips that occur between November 26 through December 1st and December 24 through and January 6th.

1. All peak holiday trips must be prepaid 5 business days prior to departure of the first leg. A credit card hold will be placed at the time of signing to confirm the flight until the prepayment is recieved.
2. All one way trips (or trips starting in one city and ending in another) are subject to a cancellation fee of 100% of the quote total at the time of signing.
3. All round trips cancelled within 7 days of departure are subject to a cancellation fee equal to 100% of the quote total.
4. Any round trip that is sold where a leg is based on specific one way pricing is subject to a cancellation fee equal to 100% of the quote total at the time of signing.
5. Any changes to the itinerary are subject to additional charges.
6. Departure times are subject to a 2 hour +/- window.

Wire payment ☐

Credit card ☐

\*Please check mark the appropriate box for the payment type.

*In the case of wire payments, we implement a credit card hold as a standard procedure. For payments made via credit card, please note that a 3.5% processing fee will apply.*



ACH/WIRE INSTRUCTIONS

TD Bank  
255 Alhambra Circle, 12th Floor  
Coral Gables, FL 33134  
Account # 444-3881267

ACH/Routing # 067014822  
ABA # 0311-01266  
SWIFT/BIC NRTHUS33XXX

FOR INTERNATIONAL INCOMING WIRE:

Incoming International USD Wires

Customers should provide the bank sending the wire transfer with the following informat

Wire to:	TD Bank, N.A. Wilmington, Delaware
ABA #	0311-01266
Credit to:	Our Customer's Account Title
	Our Customer's Address
	Our Customer's Account Number
*SWIFT / BIC	NRTHUS33XXX

If a former Legacy TD or TDBN ABA number is used, the incoming wire transfer will cont  
TD Bank.