

# Broker Addendum for all Charter Agreements

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## CHARTER BROKER REPRESENTATIONS AND ACKNOWLEDGEMENTS

**The purpose of this Broker Addendum for all Charter Flights** is to address each flight conducted by GENERAL AVIATION FLYING SERVICE, INC., a New Jersey corporation having an office at 485 Industrial Avenue, Teterboro, New Jersey 07608, and doing business as MERIDIAN AIR CHARTER ("MAC") that has been coordinated and for which the applicable charter quotes have agreements have been executed by the undersigned air charter broker (the "**Broker**") for the benefit of a third-party customer of Broker (the "**Client**").

1. Broker Involvement. Broker hereby represents and warrants to MAC that Broker is an air charter broker and Client's agent with respect to air charter described in the applicable air charter agreement by and between MAC and Client (the "Agreement"), and that Broker has entered into the Agreement not in its own right but solely on Client's behalf in order to facilitate the scheduling, booking and payment of services for Client's charter of air transportation.
2. Broker Responsibility. Broker will ensure prior to each charter flight that Client understands, is familiar with, and is compliant with MAC's Master Terms and Conditions for all Charter Flights, as they may be amended or supplemented by MAC from time to time.
3. Broker Policy Notices. Broker is familiar with the policy notices issued by the U.S. Department of Transportation, the Federal Aviation Administration (the "FAA"), the Transportation Security Administration, the Internal Revenue Service and other governmental entities with respect to air charter brokerage, including without limitation that certain notice titled "The Role of Air Charter Brokers in Arranging Air Transportation" issued by the Office of the Secretary, U.S. Department of Transportation, on October 8, 2004. Broker hereby represents and warrants to MAC as follows:
  - A. Disclosure of Role as Broker. Except to the extent that Broker is properly

certificated by the FAA as an air carrier, Broker has disclosed to Client that (i) Broker is an air charter broker and is not a direct air carrier or marketer and that Broker does not operate, maintain, own or charter aircraft; (ii) Broker has not held itself out as an airline, air carrier or commercial operator or in any other manner or capacity likely to create the false impression that Broker is an air carrier, airline, or commercial operator of air transportation; and that (iii) Broker is acting merely as Client's agent with respect to those flights conducted as charter flights by MAC.

- B. Authority; Status as Agent for Client. Broker hereby represents and warrants that it is an agent of Client and has been expressly authorized by Client to engage MAC for charter services, to enter into the Agreement on Client's behalf and to bind Client in all matters concerning the charter of aircraft and payment of MAC's fees in connection with the charter of aircraft. Broker's agency has not been terminated or revoked as of the date of this acknowledgement. Broker will promptly notify MAC upon the termination, expiration or revocation of Broker's agency or upon the inability of Broker to act for or behalf of Client.
- C. Taxes. MAC collects and pays taxes, assessments, surcharges and fees (collectively, "Taxes") applicable on the charter price described in Sections 2 and 3 of the Master Terms and Conditions for all Charter Agreements (the "Terms & Conditions"). MAC does not collect and pay Taxes on amounts charged to Client beyond the charter price charged by MAC, which Broker hereby covenants and agrees to collect and pay in full, and to fully indemnify and hold MAC harmless in the event of non-payment. In the alternative, upon prior coordination

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with MAC, Broker may assume the responsibility of collecting and paying all or any applicable portion of the Taxes; provided, however, that Broker hereby agrees to hold harmless and full indemnify MAC in the event that any of said Taxes are not paid and any applicable governmental entity seeks to assert such tax liability against MAC.

4. Liability. MAC's liability with respect to the charter, as expressed in the Terms & Conditions, shall not extend to Broker.
5. Indemnification. Broker hereby agrees to indemnify, save, defend and hold MAC and its officers, directors, affiliates, agents and employees harmless from and against all claims and expenses resulting from, or arising out of, (i) Client's engagement of Broker, (ii) the Broker's ability to act for, or on behalf of, Client with respect to all matters contemplated herein or in the Open Charter Agreement, (iii) the failure of Broker to properly collect and/or pay any Taxes; and/or (iv) the failure of Broker to comply with all statutes, rules, regulations and other authority governing air charter brokers.
6. No Agency Between MAC and Broker Intended. Neither Broker nor MAC shall, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party.
7. Law, Jurisdiction and Legal Fees. This charter shall be governed by the laws of the state of New Jersey, and any dispute arising out of or in connection with this charter and/or the transportation of the cargo hereunder shall be brought in state or federal court located in New Jersey, with the substantially prevailing party to recover its reasonable legal fees and costs.
8. Integration and Headings. This document, the Agreement, and any agreed attachments hereto or thereto constitute the entire agreement between the parties with respect to the matters set forth herein, superseding and negating all prior or contemporaneous agreements, written and oral. This agreement may not be modified or amended except by a writing signed by both parties. The headings used herein are for convenience only, are not substantive and may not be used to interpret the agreement between the parties.