



TERMS AND CONDITIONS

DEFINITIONS: Client – The individual or entity requesting the charter service; Provider arranging the charter – “South Beach Helicopters”; Parties – “Client” and “Provider.”

GENERAL: These terms and conditions apply to helicopter operations and the amount to be paid for this is in a separate document titled "Quote". The Quote is submitted simultaneously herewith and incorporated by reference herein. This charter Quote is aircraft specific; should the need arise to change aircraft, including to a different type of aircraft, cost may vary accordingly. Client shall be informed of any such change prior to departure and the amount of additional cost, if any. The quote is based upon aircraft and crew availability and is valid for 7 days, *except* during recognized “Holiday Periods” when the Quote is valid for 2 days. Upon written acceptance of terms and conditions as set forth herein, this document becomes a legal and binding contract between the two parties. Neither Client nor passengers will obstruct or interfere with the flight crew or tamper with or damage the aircraft in any way, and each will adhere to all applicable laws, rules, regulations and requirements of the United States, its governmental agencies or any other jurisdiction, including, e.g., Customs & Border Protection and Transportation Safety Administration. The **TSA requires the Parties to follow and Client agrees to abide by all rules and guidelines set forth in the TSA prohibited items list found at www.tsa.gov**. Client agrees to be and is liable for all abuse and/or all beyond normal repairs or cleaning to the aircraft caused by Client or Client’s passengers. Abuse includes, but is not limited to extra cleaning, repairing, or replacing items damaged or altered by the Client or passengers. **ALL AIRCRAFT ARE NON-SMOKING. NO EATING OR DRINKING WILL BE ALLOWED ON THE AIRCRAFT.**

A passenger name and weight form must be completed in its entirety and submitted to South Beach Helicopters **10 days prior to flight**. A passenger name and weight form will be provided in a separate email.

PRICE, PAYMENT AND CANCELLATION: All charter price quotes are accurate on the date quoted, and are valid for 7 days. **Full payment for the charter is due before departure.** If Client cancels the charter within 7 days of flight time, Client will pay a cancellation fee equal to 50% of the charter quote and if cancelled within 48 hours of flight time 100% of the quote. Notice of cancellation must be made in writing and transmitted by e-mail to info@southbeachhelicopters.com. A no show for a charter will be charged the full amount of the charter.

DOCUMENTATION: All passengers must present “Photo ID” to Provider representative prior to boarding and the flight’s departure. Additionally, each passenger is solely responsible for obtaining any official or required travel document (e.g., passport; visas). **ATTENTION PASSENGERS: You may be subject to fines and/or arrest by governmental authorities if you do not have required or proper documentation, for which Charter Company assumes no responsibility or liability.**

ITENERARY CHANGES and TRANSMITTAL OF CHANGES: Itinerary changes are permitted, but are strictly subject to aircraft and crew availability and price adjustment. A request for an itinerary changes must be in writing and transmitted by e-mail to info@southbeachhelicopters.com no later than **10 days before flight**.

LIMITATION ON LIABILITY: PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. Provider shall not be liable to Client or passengers for any injury, loss, expense or damages or for any consequential, indirect, special or punitive damages, even if it has been put on notice of the possibility of such damages. Provider shall not be liable for any accident, delay, flight schedule, change, cancellation, sickness, weather, strike, war, quarantine, or act of God or any similar cause or for any travel irregularity caused by a defect of any vehicle or conveyance in connection with the Client or passengers travel, or for the negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for Client or passengers’ trip. Provider’s liability shall in all cases be limited solely to the amount paid for the charter. **All passengers are required to complete in full their own Participation Agreement and submit same prior to flight. The terms of the Participation Agreement are incorporated by reference herein.**

PARTIAL COMPLETION OF FLIGHTS: Provider is not liable to Client or passengers for any delay, costs, expenses or fees relating to securing any alternative travel arrangements or replacement transportation due to an aircraft mechanical problem. In such instances, charter charges apply only to the completed portions of the charter flight. In case of mechanicals, Provider may provide substitute transportation, which shall be charged as an additional fee to Client. If a charter flight does not reach its destination due to weather, calamity or act of God, charges will apply to any alternative destination reached and to the return flight of the aircraft and crew (with or without passengers) to home base.



TERMS AND CONDITIONS

PLEASE ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE PRECEDING TERMS AND CONDITIONS BY SIGNING BELOW:

Client: Authorized signature: _____ Date: ____/____/____

I, _____, Client, hereby authorize South Beach Helicopters to charge my credit card the amount of \$_____ for the charter services arrange herein.

*** You **MUST** provide a copy of both sides of the Credit Card and a valid driver's license***

I hereby further authorize Provider to charge the full amount of the above referenced aircraft charter to my credit card described fully below, if the charter is not paid upon the terms and conditions provided herein. I understand and agree to abide by all the terms and conditions of the charter, and terms as may be set forth by my credit card company.

- Card Type: _____
- Card Number: _____
- Expiration Date: _____
- Credit Card Security number: _____
<<American Express (4 digits on front face of card) / Visa, MasterCard, Discover (3 digits on back of card)>>
- Name as it appears on credit card: _____
- Credit Card Billing Address: _____
 - (City) _____
 - (ST) _____
 - (ZIP) _____
 - (Country) _____

ADDITIONAL TERMS

In any claim or action arising from or relating to the charter and the charter agreement, the prevailing party shall be entitled to recover court costs, expert witness fees, and reasonable attorneys' fees, up through and including any appellate proceedings. If any provision of this agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

These terms and conditions: (a) represent the entire agreement between the Parties with respect to the subject matter hereof; (b) shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard for any conflict of laws principles such that any claim arising from or relating to these terms and conditions shall be brought exclusively in the courts of Broward, County, Florida; (c) may not be altered or amended except in a writing signed by the parties; and (d) may be signed in multiple counterparts and delivered by e-mail to info@southbeachhelicopters.com.

Client: Authorized signature: _____ Date: ____/____/____

Thank you for choosing South Beach Helicopters for your Helicopter Needs.