

AIRCRAFT CHARTER AGREEMENT

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This Aircraft Charter Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OPERATOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [OPERATOR ADDRESS] ("**Operator**" or "**Carrier**"); and

[CHARTERER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CHARTERER ADDRESS] ("**Charterer**").

Operator and Charterer are each a "**Party**" and together the "**Parties**."

Recitals. Operator operates aircraft and air-transportation services and holds the authority required to do so. Charterer wishes to charter aircraft from Operator for one or more flights on the terms below. Operator at all times retains operational control of the aircraft. In consideration of the mutual promises below, the Parties agree as follows.

1. Charter Services

1.1 Aircraft. Operator will provide for Charterer's use the aircraft described as [AIRCRAFT MAKE / MODEL], registration number [TAIL NUMBER], or a comparable substitute aircraft as provided in Section 1.4 (the "**Aircraft**").

1.2 Flights. Operator will provide the air-transportation services (the "**Charter Services**") described in the trip itinerary attached as **Schedule A**, which states the routing, dates, times, passenger count, and any special services. Each confirmed itinerary forms part of this Agreement.

1.3 Passengers and baggage. Charter Services are limited to the number of passengers and the baggage and cargo weight the Aircraft and applicable rules allow. Charterer will provide complete and accurate passenger information as Operator reasonably requires.

1.4 Substitution. If the designated Aircraft is unavailable for any reason, Operator may substitute a comparable aircraft of equivalent capability, subject to availability, and will notify Charterer as soon as practicable.

2. Operational Control and Authority

2.1 Operational control. Operator at all times retains full operational control of the Aircraft and crew within the meaning of applicable aviation regulations. Operator, through its pilot in command, has sole and final authority over the initiation, conduct, routing, diversion, delay, and termination of every flight.

2.2 Carrier status. Operator represents that it holds, and will maintain throughout the term, the certificates, authorizations, and operating authority required to perform the Charter Services, including any required air-carrier or operating certificate. Charterer is not authorized to act as an operator of the Aircraft.

2.3 **Crew.** Operator will provide a qualified, current, and properly certificated flight crew, and will be responsible for crew scheduling, duty, and rest in compliance with applicable regulations.

2.4 **Compliance.** Operator will conduct all Charter Services in compliance with applicable aviation laws, regulations, and the requirements of relevant aviation authorities. Nothing in this Agreement requires Operator to take any action that would violate those requirements or compromise safety.

3. Charter Fees and Payment

3.1 **Charter fee.** Charterer will pay Operator a charter fee of **[\$AMOUNT or RATE BASIS, e.g. per flight hour]** for the Charter Services, as itemized in Schedule A.

3.2 **Additional charges.** In addition to the charter fee, Charterer will pay documented charges for **[fuel surcharges, landing and handling fees, de-icing, catering, ground transportation, overnight crew expenses, international fees, and applicable taxes]**, as itemized.

3.3 **Deposit and payment.** Charterer will pay a deposit of **[\$AMOUNT or PERCENTAGE]** to confirm the booking, with the balance due **[NUMBER]** days before the first scheduled flight. Operator may decline to commence a flight if payment is not received when due.

3.4 **Taxes.** Charterer is responsible for all applicable federal excise, transportation, segment, and similar taxes and fees arising from the Charter Services, except taxes based on Operator's net income.

3.5 **Late payment.** Amounts not paid when due accrue interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law, from the due date until paid.

4. Cancellation and Changes

4.1 **Cancellation by Charterer.** Charterer may cancel a confirmed flight subject to the following cancellation charges: **[DESCRIBE TIERED CANCELLATION FEES BY NOTICE PERIOD, e.g. more than 72 hours, 24–72 hours, less than 24 hours]**.

4.2 **Changes by Charterer.** Charterer may request changes to a confirmed itinerary. Operator will accommodate changes when operationally feasible, and Charterer will pay any resulting incremental costs.

4.3 **Cancellation by Operator.** Operator may cancel or delay a flight for reasons of safety, weather, mechanical condition, regulatory requirement, or other cause beyond Operator's reasonable control, without liability beyond a refund of amounts paid for the cancelled portion of the Charter Services.

4.4 **No-show.** If passengers fail to appear at the scheduled departure without timely notice, the flight is treated as cancelled by Charterer with no refund of the affected segment.

5. Delays, Diversions, and Weather

5.1 **Safety first.** Operator and the pilot in command may delay, divert, reroute, or cancel any flight when, in their judgment, weather, mechanical condition, air traffic, security, or any other factor makes a flight unsafe or impractical. Such decisions are final.

5.2 **Diversion costs.** If a flight is diverted or extended for reasons within Charterer's control or at Charterer's request, Charterer will pay the resulting additional costs. Operator bears costs of diversions caused by mechanical issues within its control.

5.3 **Alternative arrangements.** Operator is not obligated to arrange substitute transportation following a cancellation or diversion, and any assistance it provides does not create such an obligation.

6. Charterer and Passenger Obligations

6.1 **Conduct.** Charterer is responsible for the conduct of its passengers, who will comply with all crew instructions, safety briefings, and applicable laws. The pilot in command may refuse to carry any person whose condition or conduct may affect safety.

6.2 **Prohibited items.** Charterer and passengers will not bring aboard the Aircraft any hazardous material, weapon, or item prohibited by law or by Operator, and will not transport any unlawful goods or substances.

6.3 **Documentation.** Charterer will ensure that all passengers carry valid identification and travel documents required for the itinerary, including for any international segment, and Operator is not liable for refusal of carriage or entry due to missing documents.

6.4 **Indemnity for passenger acts.** Charterer will indemnify Operator for claims, fines, and losses arising from the acts or omissions of Charterer's passengers, except to the extent caused by Operator's negligence or willful misconduct.

7. Insurance

7.1 **Operator insurance.** Operator will maintain, throughout the term, aircraft hull and aviation liability insurance with limits of at least **[\$AMOUNT]** combined single limit for bodily injury and property damage, and will provide a certificate of insurance on Charterer's request.

7.2 **Additional insured.** On request, Operator will name Charterer as an additional insured under its aviation liability policy with respect to the Charter Services, subject to policy terms.

7.3 **Charterer property.** Charterer is responsible for insuring its own property and that of its passengers. Operator's liability for baggage and cargo is limited as provided in Section 8 and by applicable law.

8. Liability and Indemnification

8.1 **Allocation.** Each Party is responsible for loss, damage, and injury caused by its own negligence or willful misconduct. Liability for passenger injury and baggage is governed by this Agreement and by applicable aviation law and conventions, which control where they differ.

8.2 **Limitation of liability.** Except for liability that cannot be limited under applicable law and except for a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, including lost profits, arising from the Charter Services.

8.3 **Indemnification.** Each Party will indemnify the other against third-party claims arising from the indemnifying Party's breach of this Agreement or its negligent or wrongful acts, subject to Section 8.2.

8.4 **Procedure.** The indemnified Party will give prompt written notice of a claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9. Term and Termination

9.1 **Term.** This Agreement begins on the Effective Date and continues until the Charter Services are completed or the Agreement is terminated under this Section.

9.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after written notice, or immediately if a cure is not feasible and safety or legality is implicated.

9.3 **Effect of termination.** On termination, Charterer will pay for Charter Services performed and non-refundable costs incurred through termination. Sections that by their nature should survive termination will survive.

10. General Provisions

10.1 **Independent parties.** The Parties are independent contractors. Nothing creates a partnership, joint venture, or agency relationship, and Charterer has no authority over the operation of the Aircraft.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, except where federal aviation law or an applicable international convention governs. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.3 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather, mechanical failure, air-traffic restrictions, government action, strikes, or acts of God, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, together with Schedule A and any exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR	CHARTERER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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