



Work Order Authorization

Arrival Date/Time:

Departure Date/Time:

Work Order Number:

Customer:		Address:			
City:		State:		Zip:	
Customer Representative:		Phone:		Email:	
Customer Accounts Payables Representative:		Phone:		Email:	
Aircraft Registration:		Aircraft Make:		Aircraft Model:	
Aircraft S/N:		Aircraft FAR Part: 91 121 135		Aircraft TSN:	Aircraft CSN:
Eng 1 TSN:	Eng 1 CSN:		Eng 2 TSN:		Eng 2 CSN:
Discrepancy 1:					
Discrepancy 2:					
Discrepancy 3:					
Discrepancy 4:					
USD Labor Rates (Per Hour)					
Standard Rate: \$163.20 Overtime Rate: \$244.80 Double-time Rate: \$326.40					
Note: Customer is billed for time awaiting parts. See Terms and Conditions Item 2. Pricing					
Note: 4-hour minimum weekends, 4-hour minimum holidays, 4-hour minimum after 18:00 weekdays					
Payment Terms: COD Net 30 Warranty		Overtime Authorization Signature:		Double-time Authorization Signature:	
<p>The person signing below on behalf of customer hereby certifies that such person (a) has full power and authority on behalf of customer to sign and bind customer into the terms and conditions of this aircraft work order authorization, and (b) has read and understands the Smart Jet Aviation, LLC terms and conditions attached hereto and agrees on behalf of the customer that such terms and conditions are part of this work order authorization and apply to the work.</p>					
<u>Customer</u>			<u>Smart Jet Aviation, LLC</u>		
Print Name:			Print Name:		
Authorized Signature:			Authorized Signature:		
Title:		Date:	Title:		Date:

Smart Jet Aviation, LLC

Terms and Conditions

1. Incorporation by Reference.

The terms and conditions set forth herein are incorporated into the Agreement as though fully set forth in the body of the Agreement. The term ("Agreement") as used in these terms and conditions, shall include the Work Order Authorization and all attachments referenced therein. Furthermore, the services ("Work") provided by Smart Jet Aviation, LLC, its managers, members, employees, contractors and representatives ("Company") on the aircraft recorded on page one (1) ("Aircraft") hereof are subject to these terms and conditions. The term ("Customer") represents the customer listed on page one (1) hereof, and any owner, operator, member, manager, officer, director, employee, lessee, lessor and insurer of the Aircraft. No modification or addition to this Agreement shall be binding upon or enforceable against Company or Customer unless in writing and signed by both Company and Customer.

2. Pricing.

Unless previously agreed upon in writing and signed by both Company and Customer, all Work performed under this Agreement is based on time and materials. Troubleshooting time is billed based on a competent, FAA licensed airframe and powerplant technician's abilities. Specific job time is billed according to aircraft manufacturer service rates only when available. All labor hours are billed at the labor rate selected by Company and signed by Customer on page one (1) hereof. Materials are billed based on standard retail prices at the time the Work was performed. A three (3) hour minimum charge will be billed to Customer at the labor rate on page (1) hereof for Work canceled within 24 hours of scheduled Work start time. Customer is billed for time awaiting parts. Customer to approve time awaiting backordered parts, or release technician to work other aircraft.

3. Payment.

It is Company's discretion which payment method Customer is responsible for and is selected on page one (1) hereof. Collect on Delivery (COD) requires payment in full at the time of Work completion and date of invoice. Net 30 requires payment in full on or before the 30th calendar day following Work completion and date of invoice. Warranty requires Company to pay for all Work listed on page one (1) hereof.

4. Taxes.

Customer is responsible for all Local, State, Federal and Foreign Taxes. Any other taxes, fees, tariffs or duties associated with the Work performed by Company are the Customer's responsibility. Exemptions from such charges must be supplied to Company in acceptable form by the Customer.

5. Credit Terms / Delinquency.

Company reserves the right at any time to suspend credit or to change any credit terms provided to Customer, if any, when in Company's sole opinion the financial condition of Customer so warrants. Failure to pay any invoice when due automatically makes all invoices immediately due and payable, and company may suspend performance of all work until the full account is settled. A delinquency charge of 1.5% per month will be charged on all amounts remaining unpaid thirty (31) days after invoice date, if not prohibited by law, otherwise at the highest lawful contract rate. Customer shall pay all of Company's expenses of collection, including reasonable attorney's fees, and court costs.

6. Agreement Acceptance.

The Agreement is binding and enforceable against Company only if approved by Customer. A (a) facsimile transmission copy of this Agreement signed on behalf of Customer, or (b) email transmission of Agreement digitally signed on behalf of Customer, shall be binding upon the Customer, and shall be deemed the same as an original of the Agreement signed in ink by or on behalf of Customer.

7. Delays.

Work completion dates quoted by the Company or entered into any document are considered estimates. The Company shall not be held liable for any fees, penalties or costs incurred as a result from a delay in Work.

8. Indemnity and Limitation of Smart Jet Aviation, LLC Liability.

Customer shall defend, indemnify and hold Company harmless from and against all (a) loss of or damage to Customer's Aircraft or equipment, including the Work accomplished on the aircraft or equipment, and (b) loss, damage, injury, death or other liability, in either case including legal fees and expenses, and resulting from any reasons or cause whatsoever, including, without limitation, during all flight operations of the aircraft (whether or not conducted by or participated in by Company). Company shall indemnify and hold Customer harmless for loss or damage to the aircraft while in Company's care, custody and control, and occurring while it is not in flight, providing such loss or damage to the aircraft is solely, directly, and proximately caused by the negligence of Company. Upon request, Customer shall furnish evidence of ground and in-flight hull liability insurance in a form satisfactory to Company.

9. Aircraft Acceptance.

Following completion of Work Customer shall inspect the Work performed for any discrepancy(s). After correction or deferral of discrepancy(s) customer shall accept delivery of the Aircraft

10. Offset.

Customer shall not be entitled to withhold payment, to offset, adjust or back charge any payment due to Company. In the event Customer alleges that Company has failed to perform the Work, Customer shall give Company written notice describing in complete detail within ten (10) days the Work that Company has allegedly failed to perform or complete. Any claims made after the ten (10) day period results in an irrevocable acceptance and all Work being considered satisfied.

11. Notices.

Any notice required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given: (a) on the day of service if personally served; (b) three (3) days after mailing if mailed by first class mail, registered or certified postage prepaid, and addressed to Company or Customer, as the case may be, at the address designated by each of the parties; or (c) upon transmission if sent by facsimile to the business facsimile number for Company or Customer, as the case may be.

12. Applicable Law.

The rights and obligations of Company and Customer shall be governed and determined by the laws of the state of Utah and, to the extent applicable, the lien laws of any other jurisdiction in which the Work is performed. Customer hereby submits to the exclusive jurisdiction and service of process of the courts of the State of Utah and such other jurisdictions in which the Work is performed (including federal courts in said states) with respect to any dispute arising out of or in any way related to this Agreement, and the work to be performed and payments due thereunder.

13. Warranty:

Company warrants that the Work performed is in accordance with aircraft/component manufacturer specifications and is free from defects in material and workmanship. This warranty extends to defects discovered within 12 months or 1000 flight hours, whichever occurs first, following Work completion and date of invoice. Any part installed by Company is limited to the warranty coverage given by the manufacturer/vendor from which the part was received.

14. Remedy:

In the event there is a breach of warranty by Company of the Work performed, it is the Company's obligation to correct the defective Work. Part and labor costs required to correct the defective Work is the Company's responsibility, but only if the warranty Work is performed by Company. Company is not responsible for any costs required to relocate the Aircraft for warranty Work. Any defective work performed by Company is limited to a refund of payments made by Customer for the portion of Work that was found defective.

15. Voided Warranty:

Warranty Remedies are void if the aircraft or warranted Work has been subject to maintenance, operation or care not in accordance with aircraft/component manufacturer specifications outside of Company.