Vision Airlines, Inc.

(herein "Carrier")

Aircraft Charter Agreement

Contract No. _____

Public Charter _____ Single Entity Charter _____

CHARTERER NAME:										*(herein "Charterer")*	
CONTACT'S NAME:			**PHONE:**				**CELL:**			**FAX:**	
ADDRESS:		**CITY:**		**STATE:**		**ZIP:**				**EMAIL:**	
AGENT NAME:											
CONTACT'S NAME:			**PHONE:**		**EMAIL:**					**CELL:**	
ADDRESS:		**CITY:**		**STATE:**		**ZIP:**		**FAX:**			

Carrier will charter to the Charterer and the Charterer agrees to charter from the Carrier the aircraft described below (the "Aircraft") with the routing schedule below for the flight, journey, service or period and upon the terms specified below and in the **Aircraft Charter Agreement Terms and Conditions** delivered herewith, which are incorporated herein by this reference.

AIRCRAFT AND ROUTING SCHEDULE

__ Charter aircraft is a **Boeing 737-** **N** with a maximum of seats available for passengers..
__ Charter aircraft is a **Dornier 328-** **N** with a maximum of seats available for passengers.
__ Charter aircraft is a **Boeing 767-** **N** with a maximum of seats available for passengers.

Local Date Begin	Flt #	Depart From	Local Dep Time	Arrive To	Local Arr Time
				All flights are non-smoking.	

STANDARD CONTRACT CONDITIONS

The baggage allowance per passenger shall be two checked bags weighing no more than 60 pounds in total and one carry-on bag weighing no more than 15 Pounds. Notwithstanding anything herein, maximum aircraft payload (passengers, baggage and equipment) is subject to adjustments for aircraft routing, aircraft required fuel and weather. Base Fuel Price of $3.50 per gallon applies for the Fuel Price Adjustment Appendix to the Terms and Conditions.

Any Fuel Surcharge, De-Icing services, Catering, Domestic Segment Fees, International Departure and Arrival Passenger Taxes, Customs and Immigration Fees, Passenger Facility Charges, Security Screening, Terminal and Gate Charges, Charterer Equipment Handling Fee (beyond passenger baggage), Crewmember Visa Expense, International Permit and Tax Charges, Passenger-related Aircraft damage, In-flight Entertainment Equipment theft and any expenses in excess of any contract allowances set forth in the Charter Charges below will be invoiced for payment within 5 (five) business days or deducted from the escrow funds. Should the escrow funds be insufficient, Charterer shall remit sufficient funds to Carrier to pay any such deficit within 5 (five) business days of written notification by Carrier.

SPECIAL CONTRACT CONDITIONS

All catering shall be ordered and paid for by Charterer unless otherwise specified. Escrow funds (if applicable) will be reconciled by _____ (date)

Initialed for Charterer: _____ Initialed for Carrier: _____

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PASSENGER MANIFEST AND TSA CONTRACT CONDITIONS

The passenger manifest must be provided to Carrier's Operations Department at least 24 hours in advance of departure. Delay in providing the manifest will jeopardize the scheduled departure of the flight.

Until an approved manifest from Carrier Operations Department is made available to the crew or ground handler, passengers will not be issued any form of boarding pass and baggage cannot be loaded onto the aircraft.

If the Transportation Security Administration observes passengers being boarded or given boarding passes without an approved manifest, TSA officers can and will stop the customer service process. This stoppage will require all passengers to return beyond the security checkpoint, and the check-in process will need to be restarted from the beginning. These procedures are required for all flights departing from or arriving in the USA.

Any expenses caused by rescheduling Aircraft departure or arrival on account of late manifest submission will be invoiced or deducted from the escrow funds.

AIRPORT ARRIVAL AND DEPARTURE SLOT SPECIAL CONTRACT CONDITIONS

Charter Agreement is subject to receipt of permits and slot approval, which may not be granted until 72 hours prior to departure.

CHARTER CHARGES, ESCROW FUNDS AND SCHEDULE OF PAYMENTS

CHARTER CHARGES				SCHEDULE OF PAYMENTS
Charter Price	$	0.00	1. Contract price and aircraft availability subject to cancellation if contract payments are not received by Carrier on dates listed in the Schedule of Payments	Deposit Amount (USD): 0.00
FET 7.5% on Domestic Legs	$	0.00		Deposit Due Date:
Fuel Surcharge/De-Ice Fee	$	From Escrow	2. All payments will be by certified check to the address at the top of this page or by wire transfer to Vision Airlines below:	
Catering Expense	$	From Escrow		Balance Due (USD): 0.00
Security Screening Expense	$	From Escrow		Date Due:
Domestic Segment Fees	$	From Escrow	3. Wire Info: _____ **Bank (address)**	
Passenger Facility Charges	$	From Escrow		
Intl Dep / Arr Pax Taxes	$	From Escrow	**ABA #:** **SWIFT: (Int'l wire)** **Account: Vision Airlines** **Account #:**	( ) If checked, see Attached Addendum for Other Payment Schedule
Terminal / Gate Charges	$	From Escrow		
Navigation Charges	$	From Escrow		
Escrow funds for above	$	0.00	_____, Vision Charter Escrow Funds Manager Phone: Fax: E-mail:	
Total Charter Price USD	**$**	**0.00**		

Accepted for **CHARTERER** by:		Accepted for **VISION AIRLINES** by:
Print Name Date		Print Name Date
Signature		Signature

Scan and e-mail executed Agreement and executed Terms & Conditions to _____, or fax all pages to _____.