



Air Charters and Tours Service Agreement

AIR CHARTERS AND AIR TOURS SERVICE AGREEMENT

1. Introduction

This Air Charters and Air Tours Service Agreement (“Agreement”) is a legal agreement between the Customer and Michigan Helicopters LLC, a Michigan Limited Liability Company (“Company”). This Agreement outlines the terms and conditions for Air Tours and Air Charters provided by the Company. Together, the Customer and the Company are referred to as the “Parties.”

This Agreement is an extension of and is governed by the terms and conditions of the Main Service Agreement (“MSA”). The terms and conditions of the MSA apply fully to this Agreement unless expressly stated otherwise herein. All references to and obligations pertaining to the “Customer” in the MSA shall be deemed to include and apply to “Customer” as identified in this Agreement.

1.1. Acceptance and Effective Date

This Agreement shall become effective (“Effective Date”) and binding upon the fulfillment of the following conditions:

- a. The signing of the MSA by both Parties; and
- b. The signing of this Agreement by both Parties, whether written or electronic.

In the event the Customer accepts this Agreement electronically (e.g., via a clickwrap mechanism), the Effective Date shall be the date the Company processes a payment charge under the MSA or this Agreement. Until such charge is processed, this Agreement and the MSA remain subject to the Company’s final review and may be rejected at its discretion. Electronic acceptance shall have the same legal force as a signed paper original.

1.2. Continuing Effect of Agreement

By entering into this Agreement and the MSA, the Customer acknowledges and agrees that all terms and conditions contained herein, including those set forth in the MSA and this linked Agreement, shall automatically continue to apply to any future Air Tours or Air Charters arranged or booked by the same Customer. This continuing effect eliminates the need for signing or executing additional separate agreements for each individual booking, provided that:

- a. The Customer’s account or booking information remains materially unchanged; and
- b. The Customer has not terminated or revoked their consent in writing, nor has the Company exercised its right to terminate the Agreements under their respective termination provisions.

Each subsequent booking or service reservation shall constitute the Customer’s re-affirmation and continued acceptance of the Agreements. The Company shall maintain records of bookings electronically, and each electronic booking confirmation shall serve as evidence of the Customer’s ongoing consent to be bound by these terms.

2. Definitions

- a. “Air Tours” refer to aerial excursions focusing on activities related to scenic viewing, photography, or sightseeing. Air Tours are typically round-trip experiences from and to the same location. They are not point-to-point transportation services.
- b. “Air Charters” refer to on-demand, private point-to-point helicopter flights arranged by the Customer. Air Charters are typically used for transportation between designated departure and destination points, such as airport shuttles, business travel, or custom itineraries within a defined service area.
- c. “Passenger Safety Instructions” refer to materials, briefings, and procedures provided by the Company to ensure passenger safety during Air Tours and Air Charters, including pre-flight briefings, seating and weight requirements, emergency protocols, and compliance with Company personnel directives.
- d. “Passenger” refers to any individual, other than the pilot or crew, who boards a Company-operated helicopter for an Air Tour or Air Charter, including guests, invitees, or other individuals authorized by the Customer.

3. FAA Part 135 Certification

The Company operates under an FAA Air Carrier Certificate (License Number: MHCA147S) and is approved under Title 14, Code of Federal Regulations, Part 135 (14 C.F.R. Part 135). This certification ensures adherence to stringent maintenance standards, pilot qualifications, and operational safety requirements.

4. Compensation for Services Provided

4.1. Methods of Purchase

Customers may purchase Air Tours or arrange Air Charters in person at 1675 Airport Rd., Waterford, Michigan 48327 during open hours, online via the Company’s websites at mihelo.com/purchase or airtaximi.com, or through the Michigan Helicopter Taxi App.

4.2. Pricing and Availability

Pricing for Air Tours is located under the “Tours” and “Specialty Flights” tabs found on mihelo.com/purchase. Pricing for Air Charters is located on airtaximi.com, and, where unstated, point-to-point transportation quotes may be provided upon request. Additionally, Air Charter pricing and scheduling may be viewed and booked via the Michigan Helicopter Taxi App.

All requested dates and times are subject to confirmation by the Company. Flight scheduling depends on aircraft availability, weather, and operational feasibility. The Company does not guarantee the requested date or time will be honored and will contact the Customer within 24 hours to confirm or reschedule. The Customer agrees to cooperate in selecting alternative dates and times if necessary.

a. Hourly Charges for Air Tours and Air Charters

Flight time will be billed based on the following hourly rates:

- i. R44 Raven I: \$1,800.00 per hour
- ii. R44 Raven II: \$1,950.00 per hour
- iii. R66: \$3,600.00 per hour

4.3. Additional Charges

The Customer shall pay any landing fees, tie-down fees, or other charges incurred in connection with the Air Tours or Air Charters.

4.4. Payment Obligations

In consideration for the opportunity to participate in an Air Tour or Air Charter, the Customer agrees to make full payment in advance of the scheduled service. Additionally, the Customer acknowledges his or her obligation to pay all fees and charges as set forth in this Agreement in a timely manner.

Furthermore, the Customer agrees to provide truthful, accurate, and up-to-date information when requested by the Company for the provision of Air Tour or Air Charter services. This includes, but is not limited to: legal first and last names of all passengers; exact and recent weights for all passengers; and valid and current contact information (e.g., email and phone number). The Customer acknowledges that providing inaccurate, false, or incomplete information may result in the cancellation of the Air Tour without refund, denial of service, or other consequences as deemed necessary by the Company to ensure safety and operational compliance.

4.5. Taxes and Additional Charges

Listed prices exclude applicable taxes, including Federal Excise Tax and segment fees assessed under federal law (26 U.S.C. § 4261), as well as any state taxes or fees as required under Michigan law. Such taxes and fees will be calculated at the time of purchase and must be paid by the Customer as part of the total cost.

5. Acknowledgement of Safety Instructions

5.1. Receipt and Understanding of Passenger Safety Instructions

The Customer acknowledges receiving, understanding, and agreeing to comply with the Passenger Safety Instructions provided by the Company.

5.2. Compliance with Flight Crew Instructions

The Customer and all Passengers agree to follow all directions and guidelines provided by Company pilots, crew, and/or instructors before, during, and after any Air Tour or Air Charter.

5.3.Commitment to Safety

Full compliance with safety instructions and crew directives is a prerequisite for participation. Failure to comply may result in denial of service, removal from the aircraft, or cancellation of the flight without refund at the Company's discretion.

5.4.Responsibility for Communication and Supervision of Minors

The Customer shall communicate all safety instructions to Passengers, including minors as the Authorized Representative, and ensure minors understand and follow them. The Customer accepts responsibility for supervising minors. Failure by any Passenger, including minors, to comply may result in denial of service without refund.

6. Operational Requirements and Limitations

6.1.Weight and Balance Requirements

The Company adheres to strict weight and balance limits for safety and regulatory compliance. The Customer agrees to provide accurate passenger weights. The Company may adjust seating, reduce passenger counts, or deny participation to maintain safety. Providing inaccurate weight information may result in immediate termination of the Air Tour or Air Charter without refund.

6.2.Duration, Route, and Visibility for Air Tours and Air Charters

All advertised Air Tour durations, Air Charter schedules, and routes are approximate and subject to change due to weather conditions, air traffic, aircraft availability, regulatory requirements, or other operational considerations. The Company does not guarantee that any Air Tour or Air Charter will follow a specific route, provide certain scenic views, or include particular landmarks. The pilot or Company personnel may alter, shorten, or otherwise modify the planned itinerary at their sole discretion to ensure safety, compliance with federal law, and operational feasibility. The Customer acknowledges that poor visibility and external weather conditions may limit scenic views or require changes to the flight plan.

6.3.Air Charter Operational Requirements

For Air Charters, the agreed-upon origin and destination(s) must be confirmed in writing before flight. The Company may require landing permissions, permits, or compliance with additional regulations. If the required permissions are not obtained, or if safety, legal, or operational concerns arise, the Company reserves the right to amend, reschedule, or cancel the itinerary. While the Company will attempt to work with the Customer on reasonable alternatives, refunds shall be limited according to this Agreement and the MSA.

6.4.Prohibited Uses

The Customer shall not use the aircraft for commercial work or any purposes other than those exclusively for Air Tours and Air Charters without the Company's written consent. Such commercial work includes cargo hauling, aerial photography for profit, or unpaid and unauthorized passenger transport.

The Customer shall not operate, handle, or manipulate the controls of the aircraft nor possess or transport contraband violating any federal, state, or local regulations.

6.5.Authorized Airports

The Customer agrees to land only at FAA-designated airports deemed safe and suitable under existing weather, runway, and operational conditions. Use of private or unimproved airstrips is strictly prohibited unless the Company has provided prior written authorization and determined such airstrips meet FAA safety standards and are covered by applicable insurance.

6.6.Overnight and Multi-Day Charters

All overnight or multi-day charters require written approval from the Company's management. The Customer must submit a detailed itinerary, including dates, airports, and any planned stops, for review before approval. The aircraft must be hangared whenever parked overnight, regardless of weather conditions. The Customer is responsible for coordinating suitable hangar space and ensuring any ground or towing fees are paid in accordance with local regulations or airport policies.

The Customer is responsible for all operational and Company expenses incurred during an overnight or multi-day charter, including personnel accommodations, meals, fuel, oil, hangar, tie-down, and any additional fees or surcharges.

6.7.Aircraft Cleanliness

The Customer must maintain the interior cleanliness of the aircraft. All trash and personal items must be removed from the cabin or cockpit area upon completion of each flight. Excessive dirt, stains, or damage to the interior may result in additional cleaning or repair fees.

Failure to comply with cleanliness standards may result in a cleaning fee charged to the Customer's payment method. The amount of such fee shall be determined by the Company based on the time, labor, and materials required.

The Company reserves the right to conduct pre-flight and post-flight inspections to ensure the aircraft meets cleanliness and safety standards.

6.8.No Call/No Show Policy

A "No Call/No Show" occurs when the Customer fails to appear for a scheduled flight or booking without providing advance notice to the Company.

In the event of a No Call/No Show, the Customer will be responsible for all associated fees, costs, or loss of flight time, as well as any additional charges outlined in the MSA (Cancellation and Rescheduling Policy) or in a separate fee schedule provided by the Company.

The Company may, at its sole discretion, suspend or revoke future booking privileges if the Customer repeatedly violates this policy.

SIGNATURES

By signing this Agreement, the Parties agree to have read this Agreement, have understood its provisions, to enter into it voluntarily, and to abide by it. The Customer signs this Agreement freely and voluntarily without any inducement, assurance, or guarantee being made.

CUSTOMER

MICHIGAN HELICOPTERS LLC

Print Name: _____

By: Benjamin Tong

Signature: _____

Signature: _____

Date: _____

Date: _____