



## AIRCRAFT MARKETING AGREEMENT

This aircraft marketing agreement (“Agreement”) entered into this date, \_\_\_\_\_, 2022, by \_\_\_\_\_ (Owner), as a Florida limited liability company, and MAW Enterprises, USA, LLC. dba. Flyboy Aviation (Agent), a Florida limited liability company, with respect to an aircraft more fully described below.

### WITNESSETH:

WHEREAS, Agent in the ordinary course of business develops relationships with prospective customers seeking to rent aircraft;

WHEREAS, Owner desires to rent the aircraft to qualified pilots on an hourly basis;

WHEREAS, Agent is willing to serve as marketing and compliance agent upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of these promises and of the covenants herein, and for good and valuable consideration, Owner and Agent hereby agree as follows:

1. **AIRCRAFT:** Owner hereby authorizes Agent to serve as marketer for one (1) \_\_\_\_\_ bearing serial number \_\_\_\_\_ and FAA Registration Number \_\_\_\_\_ (the “Aircraft”).

2. **TERM OF AGREEMENT:** The term of this Agreement shall be for a period of ninety (90) days commencing on the date hereof, and, absent election to the contrary, shall automatically renew each ninety (90) days thereafter. This Agreement shall be subject to termination by either the Owner or Agent for any reason whatsoever upon ninety (90) days advance written notice given to the other party.

3. **USE OF THE AIRCRAFT:** Subject to the provisions of this Agreement, Agent may market the use of the Aircraft for the purpose of hourly rental by other persons not party to this Agreement. The hourly rental rate shall be measured based upon the Hobbes meter, and shall be at an hourly charge agreed upon from time to time by Agent and Owner.

- a. Agent shall at all times use, permit use, and operate the Aircraft in full compliance with Federal Aviation Regulations. Agent shall not take the Aircraft, or suffer or permit it to be taken, outside the continental limits of the United States and Canada without the prior written consent of Owner. After each use of the Aircraft by Agent, Agent shall return the Aircraft to the base airport in the same condition as when received by Agent except for reasonable wear and tear from ordinary use.
- b. Agent shall not use the Aircraft or permit it to be used for any business or purpose that violates any present or future law, rule, order, ordinance, or regulation of the United States of America, Canada, and any city, state, territory or governmental subdivision thereof, or in violation of any airworthiness certificate, license, or registration relating to the Aircraft, or in violation of any terms or conditions imposed by any insurance carrier of the Aircraft or by this Agreement.
- c. Agent shall: promptly report any Aircraft damage to Owner; make prompt reporting to the Aircraft insurance carrier of any possible insurable events; and make timely and proper reports of Aircraft accidents (as defined in 49 CFR 830.2) to the FAA and NTSB.
- d. All flights of the Aircraft necessitated by mechanical failure, breakdown, repair, installation of equipment or testing, will be at the sole expense of the Owner and will be billed to the Owner by the Agent.

4. **PILOTS:** Agent shall not operate the Aircraft or permit it to be operated by any person or pilot in violation of Federal Aviation Regulations as now in force or subsequently amended, or of any present or future law, rule, order, ordinance, or regulation of the United States of America or Canada, or any city, state, territory, or governmental subdivision thereof, or in violation of any terms or conditions imposed by any insurance carrier of the Aircraft or by this Agreement. Agent will limit use of the Aircraft to individuals who have met the posted licensing, currency, and check ride requirements then in existence at Agent's facility. Owner has been provided a list of those requirements in existence as of the date of this Agreement, and will be provided written notice prior to any changes in them.

5. **PRIORITY OF USE:** It is the intention of the parties that Agent will market the use of the Aircraft during the term of this Agreement for the purposes set forth herein. It is agreed that Agent will schedule all use of the Aircraft on Flight Circle, and that the general rule of 'first come first served' will apply for available time up to 14 days in advance, excluding time scheduled in advance under such terms and restrictions as the Owner and Agent may otherwise agree.

6. **AIRCRAFT BASE:** While this Agreement shall be in effect, the permanent base of the Aircraft shall be Brooksville-Tampa Bay Regional Airport (KBKV) Brooksville, Florida. Owner shall, at Owner's expense, acquire and maintain ramp parking at the local Fixed Base Operator. Agent shall ensure that the Aircraft shall at all times while at base be properly secured. Tie down or hangar fees at other airports, and all landing fees, ramp fees, and other airport expenses at any airport, including the Aircraft's base airport, shall be paid by the party then using the Aircraft and incurring such costs and expenses.

**7. MARKETING FEE, INSURANCE and REMITTANCE:** The Agent shall retain thirty percent (30%) of all rental proceeds derived from its activities hereunder as a marketing fee ("Marketing Fee"). The Agent shall remit to the Owner the balance of all rental proceeds derived from Agent's activities according to hereunder:

- a. Owner acknowledges that any funds collected by Agent with respect to the use of the Aircraft will be submitted to Owner net of Agent's marketing fee. Owner shall be furnished by Agent full documentation of Agent's calculations. Agent shall credit to Owner's account the net rental proceeds for the use of the Aircraft during each month.
- b. Agent shall pay the monthly insurance premium for the Aircraft on the first day of the month. The monthly insurance premium will be deducted from any rental proceeds due to the Owner.
- c. Agent shall remit payment for any credit balance to the Owner in arrears no later than ten (10) days from the end of the preceding month.
- d. The Owner shall remit payment for any debit balance, including insurance premium if rental proceeds are insufficient, to the Agent ten (10) days from the date that the Agent's documentation of accounts for the preceding month is received by Owner.

**8. MAINTENANCE:** While this Agreement is in effect, Owner will, at Owner's sole cost and expense, maintain the Aircraft and keep the Aircraft currently registered, certificated, and airworthy to carry passengers for hire, or to be commercially rented, in accordance with the requirements of the Federal Aviation Administration. This maintenance may be conducted at any qualified repair facility at Owner's discretion. If a maintenance item, or a series of related items, is expected to cost, including parts and labor, more than \$500.00, Agent will obtain Owner's approval before proceeding with such maintenance. Agent will immediately contract to a qualified A&P of Agent's choice for any maintenance items less than \$500 to avoid disruption of service.

**9. OPERATING EXPENSES:** Agent shall work with Owner to establish a credit card in Owner's name with a fuel provider at the Operating Base. All fuel costs in connection with the Aircraft shall be billed to Owner's credit card. The hourly rental rate charged to the Aircraft end-user shall be a "wet" rate, in that it includes the cost of fuel. Any fines or penalties incurred in connection with its use of the Aircraft shall be paid by the party making such use.

**10. REGISTRATION FEES AND TAXES:** Owner shall pay registration fees and any property or excise taxes on the Aircraft assessed by any governmental authority, and any income tax assessed by virtue of the rent payments to be made by Agent pursuant to this Agreement.

**11. SALES AND USE TAX:** For any flights by licensed pilots that do not include flight instruction, Agent shall collect sales tax from the customer at the applicable local rate. Agent shall remit said sales tax to Florida Department of Revenue.

**12. INSURANCE:** At all times during the term of this Agreement, the Agent shall provide and maintain in full force and effect such public liability and property damage insurance coverage's with respect to the Aircraft as it may deem to be appropriate for the operation of the Aircraft consistent with this Agreement. The policy will provide, as to Owner, breach of warranty coverage, and waiver of subrogation. At all times during the term of this Agreement, the Agent shall further provide and maintain in full force and effect, Aircraft hull coverage as determined by Owner.

a. The full cost of all such insurance coverage's shall be borne entirely by the Owner however the Agent will remit payment to the insurance company monthly on behalf of the owner and the full amount of the premium will be deducted from monthly rental proceeds as stated in section 7.

b. Proceeds from the insurance maintained by Agent pursuant to this Agreement shall be applied to the cost of repairs of the damage covered by insurance.

c. Agent shall not be responsible for any damages or costs that are not covered by the insurance except in the case where Agent is deemed to be negligent by the insurance company and the insurance company denies the claim.

d. Agent shall furnish to Owner certified or original copies of all insurance policies, together with all attachments and endorsements thereto, with evidence that liability insurance policies name "Owner", as "Additional Insured" on aircraft liability coverage and as "Primary-Loss Payee" for aircraft physical damage coverage.

**13. UNAVAILABILITY OF THE AIRCRAFT:** Except as may be expressly provided herein, Owner shall not be liable to Agent for any loss of use of the Aircraft or interruption of Agent's business if the Aircraft fails to function, or if it is out of use for repairs or service, or for any other cause whatsoever. In the event that the Aircraft shall be lost, seized, confiscated, destroyed, or damaged from any cause whatsoever during the term of this Agreement with the result that the Aircraft is rendered unavailable or unfit for further use by the Agent, this Agreement shall expire and terminate.

**14. AUTHORIZATION TO MARKET AIRCRAFT:** If at any time the Owner is no longer authorized to market the Aircraft to the Agent for any reason, the Owner will notify the Agent immediately and this agreement and the insurance will be terminated and all monies owed will be due within (30) days. Other than the right to use the Aircraft under the conditions of this agreement, Agent shall have no rights to the aircraft.

**15. ASSIGNMENT:** Agent shall not assign this Agreement.

**16. INDEMNIFICATION:** Agent shall indemnify, defend and hold harmless Owner and its members, directors, officers and employees from and against all claims, losses and liabilities arising out of or in connection with Agent's possession, use or operation of the Aircraft pursuant to this Agreement, including any failure to collect sales tax as prescribed by paragraph 12 of this Agreement.

17. **DEFAULT:** In the event Agent fails to make any payments due hereunder in a timely fashion or fails to comply with any of the other terms and conditions of this Agreement, and any such default shall not be remedied forthwith after written notice from Owner, Owner shall have the right, cumulative of all other rights, to declare this Agreement in default, and to terminate the same without further notice. Owner's remedies in case of Agent's default shall be cumulative, and Owner may exercise any and all other lawful remedies it may have by virtue of Agent's breach. If the Owner fails to reimburse insurance payments to the Agent and the rental proceeds are insufficient to cover the expense, the Agent may in turn have the right, cumulative of all other rights, to declare this Agreement in default, to terminate the same without further notice, and to exercise any and all other lawful remedies it may have by virtue of Owner's breach.

18. **NOTICES:** Whenever, under the terms of this Agreement, notice is required or desired to be given, it shall be given in any commercially reasonable manner; provided however, that any specific time requirements stated herein shall be complied with.

19. **REPRESENTATIONS AND WARRANTIES:** The Owner represents and warrants that it is a Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Florida, and that it has full power to execute and deliver this Agreement, and is appropriately authorized to perform under its terms. Agent represents and warrants that it is a Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of South Carolina, and that it has full power to execute and deliver this Agreement, and is appropriately authorized to perform under its terms.

20. **DELAY AND FORBEARANCE:** No delay or forbearance of the Owner in the exercise of any remedy or right under this Agreement will constitute a waiver thereof and the exercise or partial exercise of a remedy or right shall not preclude the further exercise of the same or any other right to remedy.

21. **BINDING AGREEMENT:** The terms of this Agreement shall be binding upon the parties, their successors, personal representatives, and assigns.

22. **UNENFORCEABLE PROVISIONS:** Should any provision of this Agreement be void or unenforceable, it shall be deemed replaced with a comparable enforceable provision that as nearly as possible effectuates the clear intent of the parties.

23. **ENTIRE AGREEMENT:** This Agreement and any attached addendum constitute the entire Agreement between the parties hereto. No amendment or changes in terms or conditions shall be binding unless reduced to writing and signed by the party to be bound by such change or amendment.

24. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Signatures transmitted by FAX or e-mail shall have the same effect as original signatures.

25. **GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law's provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or individually as of the day and year first above written.

**Agent:**

**Flyboy Aviation**

**Owner:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

