

Atlas Air, Inc.  
 2000 Westchester Avenue  
 Purchase NY, 10577

# Single-Entity Aircraft Charter Agreement

between  
**ATLAS AIR, INC.**

Contract No: \_\_\_\_\_

Date Issued: \_\_\_\_\_

(hereinafter, and in the said conditions described as "Carrier")  
 and

<b>LEGAL CHARTERER NAME / COMPANY / ORGANIZATION:</b>				
<b>OFFICIAL'S NAME:</b>		<b>PHONE:</b>		<b>CELL:</b>
<b>ADDRESS:</b>		<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>
<b>AGENT:</b>				
<b>OFFICIAL'S NAME:</b>		<b>PHONE:</b>		<b>EMAIL:</b>
<b>ADDRESS:</b>		<b>CITY:</b>	<b>STATE:</b>	<b>FAX:</b>

(hereinafter and in the said conditions described as "Charterer")

Carrier will charter to the Charterer and the Charterer agrees to charter the Aircraft below with the routing schedule below (hereinafter, and in the said Conditions, described as the aircraft) for the flight, journey, service or period and upon the terms specified below and subject to the **Single-Entity Charter Contract Terms and Conditions** attached hereto, to which the Charterer hereby acknowledges receipt and full acceptance.

### AIRCRAFT AND ROUTING SCHEDULE

Charter aircraft is **B767 N767MW** with a maximum of 98 seats available for passengers. If crew duty time exceeds 12 hours then 94 seats available for passengers. For the purpose of quality assessment and subject only to passenger seat availability, carrier reserves the right to add aircraft management personnel and a guest to one or more charter segments.

The baggage allowance per passenger shall be two checked bags weighing no more than 45 pounds in total and 1 carry-on bag weighing no more than 15 Pounds. Notwithstanding anything herein, max aircraft payload (passengers, baggage, & equipment) is subject to adjustments for aircraft routing, aircraft required fuel and weather.

Local Date Begin	Flt #	Depart From	Local Dep Time	Arrive To	Local Arr Time
				<b>All flights are non smoking</b>	

### STANDARD CONTRACT CONDITIONS

All fuel expense included in the CHARTER CHARGES shown below. Atlas Air, Inc. Single-Entity Charter Agreement Terms and Conditions - Fuel Price Adjustment Appendix does not apply.

Pre-trip fuel surcharge expense amount applies to this contract. Fuel surcharge expense amount calculated with a Base Fuel Price of \$3.50 per gallon will be invoiced prior to departure and in accordance with the pre-trip fuel surcharge calculator as provided to Charterer prior to departure. Charterer agrees to pay invoiced fuel surcharge expense amount by wire transfer or credit card prior to departure.

Post-trip fuel surcharge applies to this contract, as defined by the Atlas Air, Inc. Single-Entity Charter Agreement Terms and Conditions - Fuel Price Adjustment Appendix, with a Base Fuel Price of \$3.50 per gallon. Carrier shall reconcile CHARTER CHARGES Escrow funds within thirty days of charter completion. Charterer agrees that should the Escrow funds be insufficient, Charterer shall remit such funds to Carrier to pay any such deficit within ten business days of written notification by Carrier.

De-Ice expense, charterer equipment handling fee (beyond passenger baggage) and/or passenger related aircraft damage will be invoiced to Charterer at completion of the trip.

**PASSENGER MANIFEST AND TSA CONTRACT CONDITIONS**

Charterer must provide the passenger manifest to Carrier's operations department a minimum of 96 hours in advance of scheduled departure. Providing the final passenger manifest less than 24 hours prior to scheduled departure can delay the departure time. The passenger manifest must contain all information required by the TSA, which information must be transmitted to Carrier electronically. The information transmitted to Carrier must include for each passenger, their full legal name, as evidenced by their passport or appropriate government issued photo identification; gender, date of birth, nationality and Redress Number (if available). In addition, for international flights, the following additional information must be provided: country and issuer of passport and passport number; and Redress Number (if available). Furthermore, in all cases, the address or telephone number of each passenger must be provided.

Passengers and their accessible property must go through TSA approved screening after presenting a valid government issued photo ID. After successful completion of the screening process the passengers and their accessible baggage will be allowed to board the aircraft.

Charterer is responsible for ensuring their passengers are aware of the personal documentation required for the specific countries they intend to enter based upon their passport country of issuance. Charterer must advise Carrier no less than 72 hours prior to departure of any visa requirements that non US passport holders may have for the flight. Passengers that hold a Green Card and are traveling outside the US must acquire the necessary documentation/visas required for the country of their issued passport.

**SPECIAL CONTRACT CONDITIONS**

All catering - Catering shall be ordered and paid by Charterer or Charterer agent.

**AIRPORT ARRIVAL AND DEPARTURE SLOT SPECIAL CONTRACT CONDITIONS**

Contract subject to 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	\$ _____	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.  2. All payments will be by certified check to the address at the top of this page or by wire transfer to Atlas Air, Inc. below:  3. Domestic Wire Info:  <b>First Niagara Bank</b> <b>100 E. Lancaster Avenue</b> <b>Downington, PA 19334</b> <b>ABA# 222370440</b> <b>Attn: MLW</b> <b>Escrow Account# 7901167556</b> <b>Beneficiary Account Name: ATLAS AIR, INC.</b> <b>Reference: [MLW Air]</b>	Deposit Amount (USD): 0.00	
FET 7.5% on Domestic Legs	\$ _____		Deposit Date Due:	
Fuel Surcharge / De-Ice Fee	\$ _____		Balance Due (USD): 0.00	
Catering Budget	\$ _____		Date Due:	
Security Screening Expense	\$ _____		<i>[Fuel Escrow to be Invoiced and Paid prior to Departure]</i>	
Domestic Segment Fees	\$ _____			
Passenger Facility Charges	\$ _____			
Intl Dep / Arr Pax Taxes	\$ _____			
Terminal / Gate Charges	\$ _____			
Navigation Charges	\$ _____			
Escrow funds for above	\$ _____			
<b>Total Charter Price (USD)</b>	<b>\$ _____</b>			

This Agreement shall be governed by and construed under the laws of State of New York without giving effect to any conflict of law provisions therein. The parties expressly agree that any legal action arising from or concerning this Agreement shall be brought in a court of competent jurisdiction within or serving the State of New York, County of Westchester. The Terms and Conditions attached hereto are incorporated herein by this reference.

Accepted for: <b>CHARTERER</b>		Accepted for: <b>ATLAS AIR, INC.</b>	
<b>Print Name</b>	Date	<b>Print Name</b>	Date
_____	_____	_____	_____
Signature		Signature	