

UK/US Pet Relocation Charter Group

Primary Guest-Passenger Agreement

This Primary Guest-Passenger Agreement (this "Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date"), and is by and between the Primary Guest, _____ ("Primary Guest"), with a mailing address at _____, and _____ ("Passenger"), with a mailing address at _____.

Primary Guest and Passenger are collectively referred to herein as "Parties."

1. **Services.** This Agreement sets forth the terms and conditions under which the Parties agree to participate in the UK/US Pet Relocation Charter Group Flight arranged for _____ 2021 ("Flight") with service provided by Air Charter Services (the "Charter Company") and operated by Journey Aviation (the "Operator") departing from Teterboro, NJ, USA and arriving at London Biggin Hill Airport, UK. It is the express understanding of the Parties that the Primary Guest is merely the designee of the Charter Company to enter into a contract for services directly with Charter Company ("Charter Contract"). The services set forth in this Agreement are limited to those services and deliverables (if any) expressly set forth in the Charter Contract that the Primary Guest and Charter Company execute, and is hereby incorporated by reference and becomes a part of this Agreement as attached in Appendix 1.
2. **Passenger Requirements.** The Passenger shall provide Primary Guest with any necessary information in connection with obtaining satisfactory performance of the services outlined in this Agreement and the Charter Contract. Furthermore, Passenger understands and agrees that:
 - a. Passenger shall provide their own personal travel documentation (passports, immigration forms, health certificates, etc.) and their pets (vet records, vaccines, microchip records, etc.) and it is not the responsibility of the Charter Company or Primary Guest to provide. Passenger further warrants that he/she is not a sanctioned individual and shall not act (or fail to act) in a way which could cause a potential infringement of any applicable sanctions.
 - b. Passenger shall proactively safeguard against any issues or damages Passenger or their pet may cause by coming prepared with any protective materials (leash, harness, muzzles, puppy pads, blankets, carriers, cleaning supplies etc.) and keeping their pets on a lead or restraining device throughout the entire duration of the flight.
 - c. Adhere to all aircraft operator conditions related to the transport of pets as outlined in the Charter Agreement set out in Appendix 1.
 - d. Passenger shall not bring lithium ion/metal batteries, or mobile phones or electronic devices containing the same, which are the subject to product recalls or known faults in either hand baggage or baggage; this is including, but not limited to, hoverboards (sometimes known as solowheels or airwheels) and the Galaxy Note 7 mobile telephone.
 - e. Passenger and pets shall only occupy as many seats as paid for under section 3a, "Payment" and pets and personal belongings must fit in Passenger's designated area. Passenger must adhere to the baggage limits imposed by the Operator. If Passenger brings baggage in excess of the allowance the Charter Company is not responsible for ensuring it is brought on board.
 - f. Charter Company and Primary Guest do not provide insurance to cover expenses for damages to Passenger's personal property or pet and that it is strongly encouraged for Passenger to carry their own health, medical, property, travel and pet insurance for purposes of potential losses.

- g. Each passenger shall be held jointly and severally liable for any breach of Charter Contract whether in contract or tort including any acts or omissions on behalf of any passenger on the Flight.
- h. No action shall be entertained by Charter Company unless a written notice providing the details of the claim is presented to Charter Company. Such written notice is required within fourteen (14) days from the date of the Flight.

3. **Payment.** Parties agree that:

- a. The amount Passenger(s) will pay for this flight is \$_____, which includes ____ seat/s adults and transport for _____ pets/cats in the airplane cabin.
- b. The Charter Company will issue invoices to all parties and secure link to execute payments.
- c. Each party agrees to pay directly upon invoice to the Charter Company using the payment link provided.
- d. Passenger understands that the payment is non-refundable in all circumstances other than as defined in the terms and conditions outlined in the Charter Agreement
- e. Passenger remains liable for any additional fees charged by the Charter Company, including but not limited to fees or charges relating to cleaning or any other damage to the aircraft.

4. **Waiver.** Passenger fully understands and acknowledges that Pet Relocation Charter Group Flights have (a) inherent risks, dangers, and hazards and such exists in Passenger's and Pet's participation in these activities; (b) Passenger's and Pet's participation in such activities may result in injury or illness including, but not limited to, the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including but not limited to COVID-19 or the causes thereof), bodily injury, strains, fractures, bites, partial and/or total paralysis, death or other ailments that, could cause serious disability; (c) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of Charter Company, the negligence of the other passengers and pets, Primary Guest, the negligence of others, accidents, breaches of contract, or other causes; (d) by Passenger's participation in these activities, Passenger hereby assumes all risks and dangers and all responsibility for any losses and/or damages to themselves or their property whether caused in whole or in part by the negligence or the conduct of the representatives, employees, or volunteers of Charter Company, Primary Guest and, or by any other person or pet.

5. **Indemnification.** Passenger agrees to release, waive, discharge, hold harmless, defend, and indemnify Primary Guest and hold Primary Guest harmless from and against all liability, damages, costs and expenses, including reasonable attorney's fees, which Primary Guest may incur as a result of any action which may be brought or threatened against Primary Guest with respect to any third party claim arising from or related to Passenger's breach of duties herein, including but not limited to any claim, action or judgment, of damages by a third party. Passenger specifically understands that they are releasing, discharging, and waiving any claims or actions that Passenger may have presently or in the future for the negligent acts or other conduct by Primary Guest.

6. **Miscellaneous.**

- a. **Force Majeure.** Neither Party shall be liable to the other Party for any delay in performance or any failure to perform any of its obligations under this Agreement if

the Party's performance is subject to an unforeseeable event beyond such party's reasonable control, occurring without fault or negligence of such Party including acts of nature, civil disorder, acts of war or armed conflict, acts of terrorism, curtailment of transportation facilities, strike, riot, pandemic or the intervention of any governmental authority that make it illegal or impossible for the Party to perform its obligations under this Agreement.

- b. **Non-Waiver.** The failure by one Party to require performance of any provision shall not affect the Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- c. **Assignment.** Passenger may not assign this Agreement without Primary Guest's express prior written consent.
- d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision, and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.
- e. **Counterparts/Electronic Signature.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- a. **Voluntary Consent.** Each Party to this Agreement acknowledges and agrees that she/he/they has read and fully understands the terms and provisions hereof and prior to signing this Agreement has been advised to consult with independent legal counsel, had an opportunity to review this Agreement with independent legal counsel, has executed this Agreement based upon such Party's own judgment and advice of counsel (if any), and knowingly, voluntarily, and without duress, agrees to all of the terms set forth in this Agreement. Except as expressly set forth in this Agreement, neither the Parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity with respect of the subject matter contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Passenger #1

Date

Passenger #2

Date

Primary Guest

Date

Highlighting some of the pertinent points so that they are clearly understood, please acknowledge that you understand and agree with the following. Please initial at the bottom to signify this:

1. The US/UK Dog & Pet Repatriation Private Charter Jet Group is just a “medium” for bringing together a group of individuals that want to share the same service (a jet across the Atlantic for the purposes of safely moving their pets), and you acknowledge that it is not a service or a business, and thus doesn’t have its own insurances and guarantees that a company would have. Instead, it merely provides a framework to allow owners and their pets to come together and share charter flights, and therefore relies instead on the insurances and protections from the broker and operator from whom the flight is chartered through.
2. By the nature of the way the industry is set up, the flights can only have one main Charter agreement/contract with the broker, as signed by a single “Primary Charter Guest” per flight, who will in turn use this Primary Guest-Passenger Agreement to legally ensure the service contracted by the broker/operator is provided to you as an additional passenger. However, you as the individual must (1) ensure you meet your own individual obligations to join the flight (visas, negative covid testing, pet requirements amongst others listed above), the primary charter guest and other guests are in no way liable if your failure to meet these current requirements to travel mean you are unable to join the flight (2) they, as well as the other flyers, are also in no way liable for any damage claims or penalties brought forward by the operator or broker that’s a direct result of you or your pet’s behaviour. Nor are they liable for additional fees (internet, late fees – see broker contract) that could be incurred by you the individual. It is the responsibility of you, the individual, to pay the operator directly for any additional costs incurred as a result of your own conduct, and failure to do so could also mean you incur additional attorney/solicitor fees if any action has to be made against you to recoup what is owed.
3. Once booked, your seat/s cost is non-refundable. If you do need to “drop out”, some efforts will be made to find a replacement (if deemed suitable) in the time still available pre the flight, through promotion on the group page and Chartered Air Travel With Pets group. This however, provides no guarantee.
4. As with any travel plans, particular in the current climate, if you are concerned about potential financial loss due to a covid diagnosis, changing travel restrictions and uncertainties, or medical or veterinary costs, as a result of risk by joining the flight, then it is down to you as the individual to take out your own insurance. Any claims for loss, cannot and will not be made against any member of the group.
5. Placing strangers and their pets on a jet during a pandemic doesn’t come without risk, but everyone signing up for the flight has to take proactive steps to avoid incident, to manage their pets in accordance with group rules (tight leads, seating plans, blankets, puppy pads etc), but also waives their rights to losses or damages if something does occur, as they appreciate that everyone is joining the flight with the best and genuine intentions to transport their animals in the nicest possible way and have an event free flight.
6. Covid – guidelines are inline with the CDC.gov and Gov.uk guidelines at the point of travel, and are down to the individual to research and follow.
7. By signing the contract, you in turn are responsible for paying your share of the charter directly to Air Charter Service. It is the sum of these payments that books the jet, and if a single payment isn’t made, the whole process falls over for the rest of the flyers. You will each receive a payment request via email, with a short window to pay by, as instructed by the broker, and you must fulfill this requirement.

APPENDIX 1
CHARTER CONTRACT
[TO BE ATTACHED]