

**WESTERN AVIATION
EXCLUSIVE AIRCRAFT SALES AGREEMENT**

This AGREEMENT is made by and between WESTERN AVIATION, (WAI) and _____ client name and address_____.

CLIENT represents and warrants that it is the owner of _____ aircraft and has legal authority to enter into this Agreement.

Year: Make/Model: Serial Number: Registration Number:

WAI shall have exclusive right to manage the sale of **CLIENT**'s aircraft for 210 days, beginning ____ date_____.

At the end of the "Term," this Agreement shall automatically renew for equal additional Terms unless **CLIENT** gives **WAI** Written Notice of its intent not to renew at least thirty (30) days prior to the end of the Term.

WAI will represent the above referenced aircraft in promotional efforts directed toward its sale. **WAI**'s sales specialists will circulate information regarding the **CLIENT**'s aircraft through advertising methods selected by **WAI** and will pay the costs of all such marketing and advertising. **CLIENT** acknowledges and understands the aircraft shall be advertised as deemed appropriate by **WAI** for this particular aircraft market conditions. **WAI** shall not be required to present any certain number of potential buyers.

CLIENT agrees to make aircraft available for inspection (upon reasonable notice) and furnish **WAI** with information and photographs of the aircraft and its equipment. **CLIENT** acknowledges that **WAI** shall disseminate information the **CLIENT** provides regarding the aircraft and agrees to hold harmless and indemnify **WAI** from any liability, which might arise from such dissemination or from any information that **CLIENT** fails to provide. **CLIENT** agrees to refer all inquiries concerning the sale of the aircraft to **WAI**.

WAI will sell the aircraft for the price in the amount shown below. All proceeds above this amount will be retained by **WAI** as their commission which will be paid to **WAI**. **CLIENT** agrees the price is:

_____ (\$ _____) U.S. unless otherwise authorized. (net price)

Client agrees that any amount over the "net price" is considered the broker's commission and is payable upon funding the sale.

or

Client agrees that the broker is paid _____ (___%) of the selling price.

CLIENT agrees a) it is agreed the minimum commission is 5 percent of the asking price stated above paid in United States Dollars immediately upon the sale or lease of the aircraft. b) It is agreed if **CLIENT** directly or indirectly sells or leases the aircraft during the term of this Agreement to any third party outside of this Agreement; or c) It is agreed if **CLIENT** directly or indirectly sells or leases the aircraft within six (6) months after the termination of this Agreement to any third party procured or contracted by **WAI** during the term of this Agreement; or d) It is agreed if **CLIENT** refuses to accept a bona fide offer for the net purchase price amount stated above or an agreed lower price, or e) It is agreed if **CLIENT** terminates this Agreement or withdraws the aircraft from sale prior to the expiration of this Agreement then **CLIENT** agrees to immediately pay **WAI** the minimum commission as stated above. **CLIENT** also agrees that upon the termination of this agreement, **WAI** will provide a list of companies, individuals and entities whom have called, been given specs, or in any way responded to the advertising and marketing efforts of **WAI** and **CLIENT** agrees to compensate **WAI** 5 percent of the price listed above if any of these prospects purchases the aircraft within 6 months following the expiration of this agreement.

If action is instituted on this Agreement to collect compensation or commissions, **CLIENT** agrees to pay such sums as the court may fix as reasonable attorney's fees in addition to any damages or other relief sought by **WAI**. **CLIENT** agrees to release and hold harmless **WAI**, its agents and assigns, from and against any and all claims, damages, or liability suffered by **WAI** as a result of **CLIENT** taking action described in a), b) or c) above. It is specifically agreed that this agreement is subject to the laws and jurisdiction of Harris County, Texas, USA and any other courts within the USA and in any other court in the World will abide by the decision of the Harris County, Texas USA court ruling.

If at any time, after the date of the execution of this Agreement, any court or agency finds that any provision of this Agreement is illegal, void, or unenforceable, that provision will no longer have any force or effect. However; the provision's illegality or unenforceability will not impair the enforceability of any provision of this Agreement.

CLIENT agrees to include the aircraft manuals (flight, maintenance, parts) all airframe and engine log books and records, and all support equipment, spare parts and other aircraft components, upon delivery of the aircraft to its new owner.

AGREED AND ACCEPTED BY:

WESTERN AVIATION
David Fisher, President

Seller: _____ **on behalf of**

By: X _____ Date:
(Signature)

By: X _____ Date:
(Signature)