



**EXCLUSIVE AIRCRAFT ACQUISITION SERVICE AGREEMENT**

The following outlines the terms and conditions under which \_\_\_\_\_ (PURCHASER) Whose address is \_\_\_\_\_ agrees that Western Aviation, Inc. (Purchasing Agent) (WAI) at 6701 HWY BLVD., Suite 105, Katy, TX 77494 will have the exclusive right to manage the acquisition of an aircraft (see attached aircraft Spec Sheet if applicable).

- 1. TERM of this acquisition service agreement is 180 days beginning \_\_\_\_\_ until \_\_\_\_\_
- 2. RETAINER FEE: Purchaser will pay WAI a retainer fee of five thousand dollars (\$ 5,000) U.S. within 5 days of the term start date. Upon purchase of an aircraft with WAI, the retainer fee will be applied to the purchase price.
- 3. WAI is retained to:
  - a. Represent each aircraft that is available with all information available
  - b. Do value comparison for the Purchaser
  - c. Make offers on Behalf of the purchaser with purchaser’s approval.
  - d. Assist with the Pre-Purchaser Appraisal/Survey inspection in determine the integrity of the aircraft.
  - e. Coordinate the closing.
- 4. SALES COMMISSION: Purchaser will pay WAI six percent (6%) of the gross purchase price of aircraft in U.S. Dollars at closing.
- 5. PURCHASER will: Pay for all related travel, escrow fees, pilot expenses, closing costs, inspections

WAI neither extends nor implies any warranties. After the Pre-Purchase inspection, the aircraft is delivered in “AS IS” condition.

If Purchaser a) purchases an aircraft during the term of the agreement from any third party outside of this agreement or b) directly or indirectly purchases such aircraft within six months (180 days) after the termination of this agreement from any third party procured or contacted by WAI during the term of this agreement or c) terminates this agreement prior to the expiration of this agreement, Purchaser agrees to immediately pay WAI a commission of 10% (ten percent) of the gross purchase price of aircraft in U.S. Dollars. If action is instituted on this agreement to collect compensation or commissions, Purchaser agrees to pay such sums as the court may fix as reasonable attorney’s fees in addition to all damages or relief sought by WAI. Purchaser 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 the action described in a), b), or c) and above. This agreement is under the jurisdiction of the State of Texas, Harris County. This Agreement shall be effective and WAI shall begin its research efforts toward the purchase of the aircraft upon execution by the Purchaser and acceptance by WAI.

Agreed and Accepted:

\_\_\_\_\_  
Western Aviation, Inc. \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_

• *Specializing in Business Aircraft* •

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