



Bit Air



## **"Agreement Between Bit Air and Jet Operators"**

**"This Agreement" is made and entered into as of [Date], by and between:**

"Bit Air, Inc."

"Address:" [Bit Air Address]

"Phone Number:" [Bit Air Phone Number]

"Email:" [Bit Air Email]

"(Hereinafter referred to as "Platform")" of the one side;

AND;

"Jet Operator:" [Operator Name]

"Address:" [Operator Address]

"Phone Number:" [Operator Phone Number]

"Email:" [Operator Email]

"(Hereinafter referred to as "Operator")" of the other side.

### **"1. Purpose:"**

- The purpose of this Agreement is to establish the terms and conditions under which the Operator will offer seat-sharing services to the public through the Platform.

### **"2. Operator's Responsibilities:"**

- "Service Provision:" The Operator agrees to provide private jet seat-sharing services in accordance with the specifications and standards set forth by the Platform.

- "Compliance:" The Operator must comply with all applicable laws, regulations, and industry standards.

- "Insurance:" The Operator agrees to maintain adequate insurance coverage for its operations, including liability insurance.

- "Information Sharing:" The Operator shall provide accurate and up-to-date information about its fleet, schedule, and pricing to the Platform.



### **"3. Platform's Responsibilities:"**

- "Listing Services:" The Platform will list the Operator's seat-sharing services on its website and app, making them available to the public.
- "Marketing:" The Platform agrees to promote the Operator's services through various marketing channels.
- "Booking Management:" The Platform will handle booking, payment processing, and customer support for the Operator's services.
- "Reporting:" The Platform will provide the Operator with regular reports on bookings, payments, and customer feedback.

### **"4. Financial Terms:"**

- "Fees:" The Platform will charge a commission of [Percentage]% on each booking made through the Platform.
- "Payment:" The Platform will remit the net amount (after deducting the commission) to the Operator on a [weekly/monthly] basis.
- "Refunds:" The Operator agrees to handle refunds and cancellations according to the Platform's policies.

### **"5. Term and Termination:"**

- "Term:" This Agreement shall commence on the effective date and continue for a period of [Number] years, unless terminated earlier in accordance with this Agreement.
- "Termination:" Either party may terminate this Agreement by giving [Number] days written notice to the other party. The Platform may terminate this Agreement immediately if the Operator breaches any material term of this Agreement.

### **"6. Confidentiality:"**

- Both parties agree to keep all information related to this Agreement confidential and not disclose it to any third party without the prior written consent of the other party.

### **"7. Indemnification:"**

- The Operator, on behalf of themselves and the Aircraft Owner(s), agrees to indemnify and hold harmless the Platform from any claims, damages, or expenses arising out of the Operator's provision of services. Further the Operator agrees to include the Platform, its directors, officers and agents as Additional Insured in their Aviation Liability Insurance Policies.



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**"8. Limitation of Liability:"**

- The Platform's liability under this Agreement is limited to the amount of fees collected from the Operator during the six-month period preceding the claim.

**"9. Governing Law:"**

- This Agreement shall be governed by and construed in accordance with the laws of Türkiye.

**"10. Entire Agreement:"**

- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

**"11. Amendments:"**

- Any amendments to this Agreement must be in writing and signed by both parties.

**"12. Notices:"**

- All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent by email to the addresses provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**"Bit Air, Inc.:"**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**"Jet Operator:"**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

