



Aircraft Acquisition Agreement

“Exclusive Rights to Represent Buyer”

THIS AIRCRAFT BROKERAGE AGREEMENT (“Agreement”), dated **1/1/2025**, is made and entered into by and between _____ (“Buyer”), and JS Aviation LLC, an Ohio corporation (“Broker”).

1. TERM OF AGREEMENT

This Agreement shall remain in effect for a period of ninety (90) days from the date of execution by both parties. If an aircraft is not bought within the ninety-day period, this Agreement will automatically terminate and be considered void.

2. BROKER’S COMPENSATION

The Broker’s compensation for services rendered under this Agreement shall consist of a non-refundable good faith deposit of **\$200.00**, payable upon the signing of this Agreement, and an additional fee equal to **two percent (2%)** of the sale price of the aircraft, payable at the closing of the sale of the aircraft. the compensation shall be due and payable to Broker by Buyer if, within the ninety (90) day period following the effective date of any termination of this Agreement, Buyer agrees to buy the Aircraft from any person or entity (including any associated company or affiliate thereof) introduced to Buyer by Broker or any agent or representative of Broker during the term of this Agreement.

3. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles.

4. LEGAL FEES

In the event of a dispute arising out of or in connection with this Agreement, the losing party shall be responsible for paying all legal fees, including attorney’s fees, incurred by the prevailing party in connection with such dispute.

5. BUYER’S RESPONSIBILITIES

The Buyer agrees to be actively ready and willing to purchase an aircraft. The Buyer further agrees to be available for discussions with one of the Broker’s agents to explore potential aircraft options and to schedule a viewing of the aircraft. The Buyer must also be available to coordinate and attend a pre-buy inspection, if applicable.

6. BROKER’S RESPONSIBILITIES

JS Aviation LLC (“Broker”) agrees to assist the Buyer by identifying and presenting potential aircraft options for purchase. The Broker will negotiate on behalf of the Buyer with the Seller regarding the terms of the aircraft sale. Additionally, the Broker will facilitate a meeting between the Buyer and the Seller for the purpose of inspecting and viewing the aircraft. The Broker will handle the purchase agreement and title transfer for the Buyer and assist in opening an escrow account for the transaction. The Broker will also make recommendations to the Buyer regarding insurance and loan options, if applicable.

7. LIMITATIONS ON BROKER’S SERVICES

JS Aviation, LLC is not authorized to offer recommendations related to pre-buy inspections, maintenance, or repair services, nor is the Broker authorized to offer flight crew or pilot services.

8. INDEMNIFICATION OF BROKER

The Seller agrees to indemnify, defend, and hold harmless JS Aviation LLC, its agents, officers, and employees, from any and all claims, lawsuits, or legal actions, including attorney’s fees, arising out of or in connection with the sale of the aircraft, except where such claims arise due to the negligence or misconduct of the Broker.

10. AMENDMENTS, MODIFICATIONS, AND NOTIFICATIONS

Neither this Agreement nor any provision hereof may be altered, amended, modified, or changed orally, but may be altered, amended, modified, or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification, or change is sought.

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Buyer’s Signature	Date
	1/1/2025
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Signature of Authorized Broker (JS Aviation)	Date

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. The parties intend that faxed signatures and electronically imaged signatures such as PDF files shall constitute original signatures and are binding on all parties.