**Aircraft Purchase Agreement**

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Buyer”), an individual whose principal address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”), an individual whose principal address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Sale of Aircraft**

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following Aircraft (the “Aircraft”):

Aircraft Make and Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aircraft FAA Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aircraft Serial Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller warrants that Seller holds legal title to the Aircraft and that title will be transferred to Buyer free and clear of any liens, claims, charges, or encumbrances. Upon delivery of the Aircraft and payment of the balance of the purchase price, in accordance with this Agreement, Seller shall execute a bill of sale granting good and marketable title to the Aircraft.

**Consideration**

It is agreed that the price of the Aircraft is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_) (the Purchase Price) and is due on delivery of the Aircraft. All monies paid in accordance with this Agreement will be made by cash, cashier’s check, certified check, wire transfer, or equivalent.

**Escrow**

It is agreed that within \_\_\_\_\_\_\_ (\_\_\_\_\_) business days after execution of this agreement an escrow account will be established by the Seller with an escrow agent agreeable to both parties. All funds, with the exception of the Option Fee, and the following documents pertaining to this transaction, shall be transmitted through the escrow account: (a) Bill of sale for the Aircraft from Seller to Buyer; and (b) Application for Registration of the Aircraft to Buyer. The fees for the escrow service shall be paid by the Seller.

**Option Fee and Option Period**

It is agreed that for a sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_), Seller will grant Buyer an unrestricted option to terminate this agreement for any reason during the Option Period. The Option Period begins upon execution of this agreement and ends \_\_\_\_\_\_\_\_\_ (\_\_\_) days after the execution of this agreement, unless extended in writing by both parties.

Should the Buyer elect to terminate the agreement during the Option Period, Seller shall refund to Buyer all monies paid less the Option Fee.

Should the Buyer elect not to terminate the agreement, the Option Fee will be credited against the Purchase Price.

**Earnest Money**

Buyer will pay to Seller a deposit (Earnest Money) equal to \_\_% of the Purchase Price. Earnest money is fully refundable until the expiration of the Option Period and is credited against the Purchase Price.

**Pre-purchase Inspection**

After the signing of this agreement and the payment of the Option Fee and Earnest money to the Seller, the Buyer shall have the right to perform a pre-purchase inspection of the Aircraft. Such inspection shall be at the Buyer’s expense and may be performed by an individual(s) of Buyer’s choice, so long as he/she/they hold current Airframe and Powerplant mechanic certificates issued by the Federal Aviation Administration. The inspection shall be performed at Seller’s location.

If the Buyer does not perform or have this inspection performed prior to the expiration of the Option Period, then Buyer shall be deemed to have waived their right to such inspection.

**Delivery and Closing**

It is agreed that the Aircraft and its logbooks shall be delivered on \_\_\_\_\_\_\_\_\_\_\_ (the Closing Date) at San Marcos Regional Airport. Payment in full, as described above, is a condition of delivery. Title and risk of loss or damage to the Aircraft shall pass to Buyer at the time of delivery. The Aircraft will be delivered to Buyer in its present condition, normal wear and tear excepted, with a valid FAA Certificate of Airworthiness.

**Warranties**

Except as provided otherwise in this agreement, this Aircraft is sold “as is.” There are no warranties, either express or implied with respect to merchantability or fitness applicable to the Aircraft or any equipment applicable thereto including warranties as to the accuracy of the Aircraft’s logbooks, made by Seller. Buyer agrees that no warranty has been expressed or implied by Seller and that Buyer has inspected the Aircraft and understands that it is being purchased “as is.” Buyer hereby expressly waives any claim for incidental or consequential damages, including damages resulting in personal injury against seller.

**Waiver of Liability**

As a condition of sale, Buyer will deliver to seller an executed Waiver of Liability (Exhibit A).

**Seller’s Inability to Perform**

1. If the aircraft is destroyed or in Seller’s opinion damaged beyond repair, or is seized by the United States Government, Seller shall promptly notify Buyer. On receipt of such notification, this Agreement will be terminated and the Seller shall return to Buyer all payments made in accordance with this Agreement, and Seller will be relieved of any obligation to replace or repair the Aircraft.
2. Seller will not be responsible or deemed to be in default for delays in performance of this Agreement due to causes beyond Seller’s control and not caused by Seller’s fault or negligence.

**Buyer’s Inability to Perform**

If the Buyer is unable to pay the purchase price of the Aircraft after the expiration of the Option Period and by the Closing Date, as specified in this Agreement, then seller shall refund to Buyer all monies paid with the exception of the Option Fee and Earnest Money.

**Taxes**

The Buyer shall pay any sales or use tax imposed by a state or local government, which results from the sale of the Aircraft.

**Assignment**

This Agreement may not be transferred or assigned without written authorization signed by Seller and Buyer.

**Notice**

All notices and requests required or authorized under this Agreement shall be given in writing by certified mail, return receipt requested. The date on which any such notice is received by the addressee shall be deemed the date of notice.

**Governing Law**

This agreement is a contract executed under and to be construed under the laws of the State of Texas.

**Attorney Fees**

In the event any action is filed in relation to the Agreement, each party shall be responsible for their own attorney’s fees.

**Indemnification**

Purchaser shall defend, indemnify, and hold Seller harmless from each and every claim made against Seller as a result of Purchaser’s ownership, possession, use or operation of Aircraft from the date of this Agreement.

**Waiver**

Either party’s failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

**Severability**

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

**Paragraph Headings**

The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

**Entire Agreement**

This agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seller)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer)

**Exhibit A**

**AIRCRAFT PURCHASE WAIVER OF LIABILITY**

Buyer realizes, warrants and acknowledges that flight through the air is a dangerous activity by its very nature and may well result in the serious injury or death of the Buyer, or to any future unnamed persons participating in such flight activity, or any activities relating whatsoever to this specific aircraft. Buyer warrants to the Seller that the Buyer alone is responsible for all operations, flight, transport, and any related activity thereto, including the acts of future owners related to this specific aircraft. Buyer fully acknowledges and certifies he/she is willingly and knowledgeably assumes all liabilities and risks derived from the ownership of this specific aircraft, and by the act of paying the Seller for the aircraft specifically warrants that the Seller shall be fully and completely released from any liability from any cause and held harmless from any suit of recovery, or damages, or liabilities arising from Buyer’s ownership or operation of the aircraft whatsoever, or the operation in any manner by any subsequent owners, or persons yet unnamed or unspecified herein, both now or at any future time. In addition, in exact manner of the Seller, this indemnification, accruing in whole to the benefit of the Seller, and warranted and executed by Buyer, is specifically intended and extended to include the Seller’s wife, and family members, and their heirs, assigns, or interests held by him, or them, either singularly, or plurally, or to any assets of the Seller now held, or to be held in a future time.

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer’s Spouse)