AIRCRAFT PURCHASE AGREEMENT

AN AGREEMENT, made and executed this _____ day of ____________, by and between ___________________ ("buyer"), and ___________________ ("Seller").

In consideration of $______________, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties hereby mutually agree as follows:

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following Aircraft:

Aircraft Make ____________________________________________________________________________

Aircraft Model ____________________________________________________________________________

Aircraft Year ____________________________________________________________________________

Aircraft Registration Number __________________________________________________________________

Aircraft Serial Number ______________________________________________________________________

Aircraft shall be equipped as follows
_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________

Seller warrants that the damage history to the aircraft is as follows:
_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

Seller also warrants that the aircraft logbooks are complete and begin with the date of manufacture of the aircraft to the present or alternatively the logbooks are incomplete and begin on __________________ and end on __________________.
Seller warrants that Seller owns legal title to the above Aircraft and that title will be assigned to Buyer free and clear of any liens, claims, 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 said Aircraft free and clear of all claims and encumbrances.

2. It is agreed that the purchase price of the Aircraft is ____________________________, which sum is due on delivery of the Aircraft. Any money paid pursuant to this Agreement shall be paid by cash, cashier's check, certified checks, or wire transfer.

3. (Optional for agreement to close using ESCROW) It is agreed that within _______ business days after the execution of this Agreement, an escrow shall be maintained with an escrow agent mutually agreeable to both parties. All funds, including the earnest money deposit, and the following documents pertaining to this transaction, shall be deposited with the escrow agent: (a) Bill of Sale for the Aircraft executed by the Seller to the Buyer; (b) Application for Registration of the Aircraft to the Buyer; (c) any other requirement documentation necessary for closing and free and clear title. The fees for the escrow service shall be paid by ____________________________

The buyer shall pay a deposit of $________________________ in to the escrow account immediately upon the establishment of the escrow. The deposit is non-refundable unless otherwise stipulated in this agreement. The deposit shall be credited to the purchase price of the Aircraft.

4. (Optional for agreement to require earnest money deposit) Buyer shall pay Seller the sum of $______________ which sum shall be credited to the purchase price of the airplane. In the event that the airplane fails a pre-purchase inspection, in the sole discretion of the Buyer, the deposit shall be immediately refunded to Buyer, subject to the terms of this agreement. If buyer refuses for any reason to complete the purchase, other than a failure of pre-purchase inspection or a title search, Buyer's earnest money deposit shall be forfeited.

5. Subsequent to the execution of this Agreement and the payment of the earnest money deposit/down payment into escrow, or to the Seller as the case may be, the Buyer shall have the right to perform a pre-purchase inspection upon the Aircraft. The pre-purchase inspection mechanic shall be the Buyer's exclusive decision, so long as the mechanic possesses a current Airframe and Powerplant mechanic certificate issued by the Federal Aviation Administration. The pre-purchase inspection shall be performed at ____________________________ Airport.

Upon completion of the pre-purchase inspection and a failure of the inspection, in the sole and exclusive discretion of Buyer, the Buyer shall have ____________ days to notify Seller that Buyer will not purchase the Aircraft. If Buyer elects not to purchase the
Aircraft, the Buyer shall notify Seller of this decision. Upon receipt of the notice of rejection, Seller shall immediately return all payments made by Buyer.

Upon completion of the pre-purchase inspection, Buyer shall present to the Seller any list of discrepancies. The Seller shall have ________________ business days to review the discrepancies and to notify the Buyer of Seller's decision: (a) to pay to have the discrepancies repaired at Seller's expense and to complete the sale; or (b) to decline to pay the costs of repairs and to terminate the Agreement. If Seller declines to pay the cost of repairs, Seller shall refund, or have refunded, the Buyer's deposit and shall reimburse the Buyer for the cost of the pre-purchase inspection.

6. It is agreed that the Aircraft and its logbooks shall be delivered on ________________ (date) at ________________________ Airport.

Payment in full, is a condition of delivery. Title and risk of loss or damage to the Aircraft shall pass to Buyer at the moment 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.

Seller warrants that: (a) the Aircraft is in airworthy condition; (b) the Aircraft has a current annual inspection; (c) the Aircraft has a currently effective Standard airworthiness certificate issued by the Federal Aviation Administration; (d) all of the Aircraft's logbooks are accurate and current; (e) all applicable Airworthiness Directives have been complied with; and (f) __________________________ __________________________.

7. If the Aircraft is destroyed, or in Seller's opinion damaged beyond repair, Seller shall notify Buyer immediately and this Agreement shall be terminated and the Seller shall return all payments to Buyer and Seller will be relieved of any obligation to replace or repair the Aircraft. Seller will not be responsible or deemed to be in default for delays in performance of the Agreement due to reasonable causes beyond Seller's control.

8. If, for any reason, the Buyer is unable to pay the price of the Aircraft, as specified in this Agreement, the Seller shall return all documents to the Buyer except for the deposit which shall be retained as liquidated damages.

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

10. All notices and requests required or authorized pursuant to this Agreement shall be in writing by certified mail, return receipt requested.

11. This agreement is a contract executed pursuant to the laws of the State of ____________________________.

12. In the event any action is filed in relation to this Agreement, each party shall be responsible for his own attorney's fees.
13. 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 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 unless in writing signed by the parties.

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

________________________  ____________________________
–
Seller                  Buyer

________________________  ____________________________
–
Seller                  Buyer

________________________  ____________________________
–
Seller                  Buyer