

# Company Name

Address / Phone / Fax

Month, Day, Year

To: First Name Last Name  
Telephone Number

Re: AIRCRAFT PURCHASE (Insert N# Here)

Aircraft Make & Model Serial Number: 111111111111 Registration No.: XXXXXX (the "Aircraft")

Mr./Mrs. First Name Last Name and Company Name, "Purchaser" whose address is XXXXXX, City, State Zip Code, agrees to purchase the above referenced Aircraft subject to the following:

1. **PURCHASE PRICE:** The purchase price shall be \$00,000.00 US Dollars
2. **DEPOSIT & ESCROW:** Purchaser will place a deposit in the amount of \$0,000 USD with Insert Name of Title and Escrow Service, ("Escrow Agent"). Purchaser and Seller shall share escrow fees equally. The deposit shall be credited against the Purchase Price.
3. **INSPECTION:** This Offer is subject to Purchaser's sole satisfaction of a technical inspection ("Inspection") of the Aircraft at its current location at Name of Airport, (KXXX) in City, State, to determine the Aircraft is in compliance with Paragraph 6 below.
4. **AIRCRAFT ACCEPTANCE:** Purchaser shall accept ("Acceptance") or reject the Aircraft in writing within two (2) business days following completion of the Inspection. Upon Acceptance, the deposit shall become non-refundable, subject only to Seller's performance hereunder.
5. **EXPENSES:** Airworthiness discrepancies uncovered as a result of the Inspection shall be corrected at Seller's sole expense unless otherwise agreed upon by both parties in writing. For the avoidance of doubt the term airworthiness discrepancies does not include cosmetic items or normal wear and tear.
6. **CONDITIONS:** Aircraft shall be delivered per the following conditions at Seller's expense:
  - (1) Delivered with current annual inspection and current .411/413 certification
  - (2) In FAA Airworthy condition with a United States Certificate of Airworthiness and all ADs current
  - (3) With all logbooks, flight manuals, and spare parts / accessories in owner's possession
  - (4) Free and clear of all liens or other encumbrances on the aircraft or any of its components
7. **DELIVERY & CLOSING:** Final payment and closing for the Aircraft shall occur through the escrow agent within two (2) business days following Seller's compliance with Paragraph 6 above. Delivery of the Aircraft will take place at the inspection site unless otherwise agreed upon in writing. Prior to delivery, Seller shall execute and place an FAA Bill of Sale with the Escrow Agent. In the event Purchaser fails to purchase the Aircraft upon Acceptance of the Aircraft and take delivery, Seller shall be entitled to retain the Deposit as liquidated damages and neither party shall have any further obligations or liability under the Aircraft Purchase Agreement.

**8. TAXES:** Purchaser hereby agrees to indemnify and hold Seller and Agent harmless from and against any and all taxes, duties or fees assessed or levied by any federal, state or local taxing authority subsequent to and as a result of the sale, delivery, registration or ownership of the Aircraft by Purchaser.

**9. WARRANTIES:** EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, UPON TRANSFER OF TITLE 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 LOGBOOKS MADE BY SELLER OR AGENT.

**THIS AGREEMENT**, in absence of any other Agreement, shall be considered a binding contract and may be executed in counterparts and facsimiles or electronic transmittals shall serve as originals.

**PURCHASER:**

**SELLER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

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

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