



OF LOCK HAVEN
PIPER MEMORIAL AIRPORT
353 PROCTOR STREET
LOCK HAVEN PA 17745

Aircraft Conditional Purchase Agreement

THIS AGREEMENT, is entered into this _____ day of _____, 20____, by and between AvSport of Lock Haven (the "Buyer"), an LLC, whose principal address is

353 Proctor Street, Hangar One, Lock Haven PA 17745, email fly@AvSport.org

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:

1. Sale of Aircraft. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following Aircraft (the "Aircraft"):

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Aircraft Serial Number _____
Airframe, Engine, and Prop Total Hours (approx.) _____

Aircraft shall be equipped as follows:

Engine _____ s/n _____

Prop _____

Equipped for Day/Night VFR with the following equipment, avionics, and accessories:



**PIPER MEMORIAL AIRPORT
353 PROCTOR STREET
LOCK HAVEN PA 17745**

2. Free and Clear Title of Ownership. 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.

3. Contingency. This sale shall be contingent upon buyer transferring to the seller any approved Trade-In aircraft, as described herein:

and any subsequent buyer identified in that contract remitting to the sum of _____ Dollars (\$____, _____) of the agreed upon Consideration, with the remaining _____ Dollars (\$____, _____) of the above-specified consideration remitted to the seller upon transfer of both aircraft to their respective new owners.

4. Consideration. It is agreed that the price of the Aircraft is _____ Dollars (\$____, _____) and other valuable consideration, to wit: an assignment of the sales directly from the buyer of any Aircraft accepted as Trade-In by the Seller, due on delivery of said Aircraft. All monies paid in accordance with this Agreement will be made by cash, cashier's check, company check, wire transfer, or equivalent.

5. Pre-purchase Examination. After the signing of this Agreement, the Buyer shall have the right to perform a pre-purchase examination of the Aircraft. Such examination shall be at the Buyer's expense and may be performed by a individual(s) of Buyer's choice, so long as he/she/they hold a current Light Sport Repairman certificate with a Maintenance Rating in the appropriate category and class (or higher mechanic's rating) issued by the Federal Aviation Administration. The examination shall be performed at _____ Airport (_____), located in _____.

If the Buyer does not perform or have this examination performed within fifteen (15) business days of the signing of this Agreement, then Buyer shall be deemed to have waived his right to such examination.



**PIPER MEMORIAL AIRPORT
353 PROCTOR STREET
LOCK HAVEN PA 17745**

Upon completion of this examination, Buyer shall present to the Seller any list of discrepancies compiled. The Seller shall have five (5) business days to review the list and to notify the Buyer of Seller's decision: (a) to pay to have solely those discrepancies affecting the airworthiness of the Aircraft repaired at Seller's expense and to complete the sale; or (b) to decline to pay the costs of such repairs and to terminate the Agreement. Buyer agrees to assume full responsibility for any discrepancies arising from normal use and wear and tear of subject aircraft. If Seller declines to pay the cost of repairs which would otherwise deem the aircraft unairworthy, Seller shall reimburse the Buyer for any costs incurred in accomplishing the pre-purchase examination.

6. Aircraft Delivery. It is agreed that the Aircraft and its logbooks shall be delivered on a mutually agreed-upon date on or before _____ 20____, at _____ 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.

7. Warranties. Seller warrants that: (a) the Aircraft is in a condition for safe operation; (b) the Aircraft has a current condition inspection; (c) the Aircraft has a currently effective Special Light Sport Category airworthiness certificate issued by the Federal Aviation Administration; (d) all of the Aircraft's logbooks are accurate and current; (e) all applicable Safety Directives, Safety Alerts, Alert Service Bulletins, and Mandatory Service Bulletins have been complied with; (f) all required avionics checks have been complied with and are current; (g) all required avionics databases are up to date.

8. Seller's Inability to Perform.

(a) 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.

(b) 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.

9. Buyer's Inability to Perform. If, for any reason, the Buyer is unable to pay the purchase price of the Aircraft, as specified in this Agreement, the Seller shall return to the Buyer any previously remitted payments.



**PIPER MEMORIAL AIRPORT
353 PROCTOR STREET
LOCK HAVEN PA 17745**

10. 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.

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

12. 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.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the Commonwealth of Pennsylvania.

14. Attorney Fees. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

15. 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.

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

17. 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.

18. 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.



**PIPER MEMORIAL AIRPORT
353 PROCTOR STREET
LOCK HAVEN PA 17745**

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

/s/ _____, Owner, _____ /s/ H. Paul Shuch, Owner, AvSport LLC

SELLER

BUYER