



Innovator Purchase Agreement - PPS

Name: _____ **Date:** _____ **Serial #** _____
Address: _____
Phone: _____ **E-mail:** _____

#	Description	Cost	Extended
—	Base Airframe Kit:	\$46,400.00	\$ 46,400.00
—	Base Factory Assist:	\$13,500.00	\$ 13,500.00
—	Kit Options –Addendum A:	\$ _____	\$ _____
—	Factory Install Options-Addendum B:	\$ _____	\$ _____
Total Purchase Price		\$ _____	
Sales Tax (if applicable)		\$ _____	
Total Invoice		\$ _____	
50% Deposit (Due 90 days prior to Scheduled Start Date)		\$ _____	
25% (Due prior to Start of Build)		\$ _____	
Balance (Due upon Completion)		\$ _____	

Purchase Agreement Terms & Conditions: *Placing an order with Commuter Craft (Seller) and/or signing this purchase agreement, is an offer by you (Purchaser) to buy, and if the order is accepted it will become a binding contract for purchase and sale of the products shown on the face hereof upon the terms and provisions herein specified:*

1. Purchase Agreement is subject to cancel by either party if initial deposit of 50% of invoice total is not made 90 days prior to scheduled factory start date. An additional 25% will be due prior to factory start and balance will be due upon completion.
2. Payments made with personal checks will not be registered until checks have cleared.
3. Price will not change once purchase agreement is signed and initial deposit provided. Purchaser shall pay all applicable taxes.
4. Specifications are subject to change without prior notice. Seller will advise of such required changes when feasible.
5. There are no warranties of any kind with the products from Seller except limited warranties provided in writing. Injury or death may result from the construction and operation of aircraft. Purchaser is making the final determination that products purchased are fit and safe for construction and operation even if you received and used information from Seller. Limited warranties are in lieu of all other warranties, written or oral, statutory, expressed or implied, including warranties of merchantability or fitness for a particular purpose. Seller will process customer warranty claims. No other consequential, special or incidental damages are allowed.
6. Purchaser agrees to terms of Release, Waiver & Hold Harmless Segment of this Agreement. This Agreement shall apply to this and all product purchases thereafter unless and until revoked in writing by seller. Purchaser may at Sellers option may request additional Release, Waiver & Hold Harmless Agreement on subsequent purchases. Please consult legal counsel before signing. No Shipment will be made until then entire agreement is fully executed and returned to Seller.
7. Purchaser hereby indemnifies and holds the seller harmless from:
 - a. Any liability of any kind arising from the delivery, assembly, use, maintenance, or operation of the products purchased.
 - b. Any liability of any kind arising from claims of any person or persons making a claim against Purchaser arising from the delivery, assembly, use, maintenance, or operation of the products purchased.
 - c. Any liability of any kind arising from claims of any person or persons to whom Purchaser transferred any of the products or the aircraft in which you have incorporated the products.
8. Seller shall furnish at time of transfer a Bill of Sale on the appropriate FAA form transferring ownership of the aircraft to the Purchaser free and clear of all encumbrances, unless otherwise agreed to by the parties.
9. Force Majeure: Seller shall not be liable to Purchaser for any delay in this agreement for any reason within 60 days or beyond 60 days if due to fire, flood, storm, strikes, or other industrial disturbances, accident, war, riot, insurrection, delay in vendor deliveries, market conditions, or other causes beyond the control of the Seller. If Seller for any reason must delay beyond 120 days, purchaser may cancel this Agreement and receive a refund of all deposits, without interest, unless Purchaser agrees to a later scheduled start date.
10. All Amendments and or revisions to this agreement must be agreed upon in writing by Purchaser and Seller.
11. Any notices required by this Agreement shall be sent by e-mail, certified mail, or courier service, at the addresses shown on the signature page herein, or such as address as the parties to receive the notice from time to time shall designate in writing.
12. Purchaser agrees that Georgia law applies to this purchase agreement.



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Release, Waiver & Hold Harmless

Important Notice: Please read carefully before signing. Purchaser will be giving up important legal rights or claims by signing this document if injury and/or death or damage occurs in connection with the construction or operation of the aircraft, aircraft kit, engine, parts, service or instruction (products) purchased.

The undersigned purchaser hereby affirms that they are a competent adult(s) who has or will purchase products from Commuter Craft, 63 Industrial Dr., Cartersville, GA 30120 (Seller) of their own free will, with the intention of building, assembling, repairing, and operating an aircraft, and flying it for educational, sport and personal pleasure in the experimental amateur built (EAB) or Light Sport (LS) categories. Purchaser is the final authority on the suitability of the products for use in the aircraft Purchaser will construct.

Purchaser understands that flying any aircraft, including EAB and LS aircraft, involves risk of serious personal injury and even death. The risk of serious injury and death always exists despite proper flight training and despite properly designed, manufactured, constructed and maintained aircraft.

Danger: Seller recommends that all persons operating any EAB or LS aircraft have the required pilots license and medical certificate with complete aircraft training, in type, from a certified instructor. The aircraft must be built, repaired, maintained, and operated in accordance with all federal, state and local laws.

Purchaser understands that Seller will not sell any aircraft, aircraft kit, parts, service or engine unless Purchaser freely acknowledges the risk involved and knowingly releases the Seller and Manufacturer from any and all claims that might be asserted on any theory of law including but not limited to negligence, improper instruction, improper installation, or defective aircraft, kit, engine or parts.

In consideration of selling the products, Purchaser freely and voluntarily release, discharge and covenant not to sue the Seller, Manufacturer, their agents and employees from any and all claims which Purchaser or anyone else through Purchaser might have for property damage, personal injuries or death suffered as a result of purchase of the products from the seller and/or during any attempt to build, ride, fly, or otherwise operate or sell any aircraft made with or from seller products.

Purchaser understands and agrees that because of the experimental nature of the products that there is no expressed or implied warranties accompanying such products. By signing this release and waiver, Purchaser agrees to assume all risk associated with the use of such products and to indemnify and hold seller harmless from all such claims.

Injury or death may result from the construction and operation of aircraft. Purchaser is making the final determination that products purchased are fit and safe for construction and operation even if you received and used information from seller in making your determination. Purchaser agrees that sellers have made no representation or promise upon which Purchaser has relied that Purchaser will be successful in safely building or safely flying the products purchased. Purchaser agrees that this entire agreement, together with the terms of the purchase agreement, limited manufacturer warranty, and ship/order policy shall be binding on my estate, personal representatives, heirs, assigns and transferees.

I have carefully read and considered the terms and provisions of this Purchase Agreements including Release, Waiver & Hold Harmless provisions, and accept all as stated herein.

PURCHASER

Purchaser's Name Printed: _____

Address: _____

Signature: _____

Date: _____

SELLER

Commuter Craft, LLC

63 Industrial Dr., Cartersville, GA 30120

Accepted by: _____

Date: _____



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Addendum A – Kit Options

Airframe Options:

—	<i>Power Folding Wings</i>	\$ 4,750.00	\$ _____
—	<i>Dual Controls</i>	\$ 2,600.00	\$ _____
—	<i>Deluxe Molded Lights</i>	\$ 3,000.00	\$ _____
—	<i>Skylight</i>	\$ 750.00	\$ _____
—	<i>Cabin Heat</i>	\$ 750.00	\$ _____
—	<i>Ballistic Chute</i>	\$ 17,500.00	\$ _____
—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____

Upholstery Options:

—	<i>Signature Package</i>	\$ 3,200.00	\$ _____
—	<i>Designer Package</i>	\$ 4,400.00	\$ _____
—	<i>Custom Package</i>	\$ Quote	\$ _____
—	_____	\$ _____	\$ _____

Exterior Paint Options:

—	<i>Signature 2-Color</i>	\$ 9,900.00	\$ _____
—	<i>Designer Package</i>	\$14,800.00	\$ _____
—	<i>Custom</i>	\$ Quote	\$ _____
—	_____	\$ _____	\$ _____

Engine Options:

—	<i>Titan IOX-340 – 180HP</i>	\$31,500.00	\$ _____
—	<i>Titan IOX-370 – 205HP</i>	\$32,500.00	\$ _____
—	<i>Titan Firewall Forward Kit</i>	\$ 3,000.00	\$ _____
—	<i>Sabre Prop Extension</i>	\$ 925.00	\$ _____
—	_____	\$ _____	\$ _____

Propeller Options:

—	<i>Catto 2-Blade Fixed</i>	\$ 2,300.00	\$ _____
—	<i>Catto 3-Blade Fixed</i>	\$ 2,800.00	\$ _____
—	<i>MT Constant Speed</i>	\$10,300.00	\$ _____
—	_____	\$ _____	\$ _____

Instrument Package Options:

—	<i>Silver Package</i>	\$11,200.00	\$ _____
—	<i>Gold Package</i>	\$19,250.00	\$ _____
—	<i>Platinum Package</i>	\$28,850.00	\$ _____
—	<i>Auto-Pilot</i>	\$ 3,200.00	\$ _____
—	<i>Wiring Package</i>	\$ 3,600.00	\$ _____
—	_____	\$ _____	\$ _____

Total of Addendum A \$ _____



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Addendum B – Factory Options

Factory Install Options

—	Engine & Firewall Package	\$ 5,300.00	\$ _____
—	Instruments & Wiring	\$ 6,200.00	\$ _____
—	_____	\$ _____	\$ _____

Flight Testing and Training

—	6 Hours Transition Training	\$ Included	\$ _____
—	3 Hours Initial Test Flight	\$ Included	\$ _____
—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____

Factory Storage of Project

—	Monthly Storage – As Needed	\$ 250.00	\$ _____
—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____

Other Services:

—	_____	\$ _____	\$ _____
—	_____	\$ _____	\$ _____
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Total of Addendum B \$ _____