

# Heavenbound Aviation Aeroprakt Sales Contract

(Seller)

Heavenbound Enterprises LLC.

8878 Harmony Church Rd.

Johnstown, OH 43031

(Buyer)

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This contract is an agreement between Heavenbound Enterprises LLC, party of the first part, and the above-named buyer, party of the second part, for the order and purchase of one (1) Aeroprakt A32 airplane. The total agreed upon price is to be \$\_\_\_\_\_

The buyer is providing the non-refundable deposit for 30% of the total price equal to \$\_\_\_\_\_ up front upon placing the order with delivery to be in approximately \_\_\_\_\_. The remainder balance of the money will be paid when airplane is ready to ship from the Aeroprakt factory of \$\_\_\_\_\_

In the event the buyer has a critical change of life events and decides he/she does not want the aircraft after the order has been placed with the manufacturer, he/she will still be obligated for 20% of the agreed upon purchase price, all other moneys will be refunded after the aircraft is received, FAA registered, deemed airworthy by the FAA and sold into the market or a maximum of 180 days past the completed airworthiness completion date. The total moneys retained in this case would be 20% of total purchase price = \$\_\_\_\_\_ will be retained by seller after the airplane is delivered and sold to someone else. Upon the sale to another person the remainder of the deposit and shipping money in excess of 20% would be returned to the buyer. In the event a dispute arises regarding this agreement, the non-prevailing party will be responsible for any and all any court costs, court fees and attorney fees. The legal venue and jurisdiction for this transaction is Licking County OH.

If for any reason Aeroprakt Manufacturing or Heavenbound Enterprises LLC is unable to deliver the completed aircraft, the deposit will be refunded in full.

Seller will be keep insurance coverage on the aircraft from the time it leaves the factory until it is delivered to the buyer either at our location or to the buyer's location. If the aircraft remains in the possession of Heavenbound Aviation for more than 2 weeks beyond the date of completion, the buyer agrees to reimburse Heavenbound Aviation for the cost of the insurance, typically about \$600 per month (commercial insurance). Once possession of the aircraft is delivered to the buyer, the seller will terminate insurance coverage. The buyer agrees to accept full responsibility for insurance costs or damage from time of delivery unless other arrangements are agreed upon in writing.

\*\*\* Seller reserves the right to terminate the sale for any reason by refunding the full amount paid. The sale is not complete until the bill of sale is signed at delivery of the aircraft. \*\*\*

\*\*\*Seller will collect Ohio sales tax for Ohio residents. Non Ohio residents will be responsible to pay any applicable taxes in their state of residence.\*\*\*

Heavenbound Enterprises LLC

Buyers name and Signature

Andrew Humphrey

(Buyers Printed Name) \_\_\_\_\_

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

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

(Date) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Date) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Buyer Signature)\_\_\_\_\_. Accordingly the buyer agrees to maintain the aircraft in accordance with FAR 14 CFR 91.327 according to its registration and use. More information on the ASTM Consensus Standards can be found here: [www.faa.gov/aircraft/gen\\_av/light\\_sport/media/LSA\\_Cert\\_8July2013.pdf](http://www.faa.gov/aircraft/gen_av/light_sport/media/LSA_Cert_8July2013.pdf)

This airplane is manufactured by Aeroprakt Manufacturing Sp. Zo.o. Europe and distributed and sold in the USA by Heavenbound Aviation, owned and operated by Andrew Humphrey.