

HOTELS

MOTELS

odyssey international

hotels-motels reservation center

1411 FOURTH AVENUE BUILDING
SEATTLE 1, WASHINGTON
PHONE: MAin 2-7473
TWX: SE 940
TELEX: 032 - 417
CABLE: ODYSSEY

Mr. Shields Craft
STANDARD AIRWAYS
Lockheed Air Terminal
Burbank, Calif.


Dear Bud:

Enclosed are two copies of the proposed contract. Look them over and see if they are an accurate representation of our conversations. If so, I have discussed the matter with my associates and am certain that they will be accepted.

Please call me as soon as you get a chance to look this over. Time, as you realize, is very critical to the success of this operation.

Hopeing to hear from you.

Sincerely,


Joel Eisenberg

C O N T R A C T

THIS AGREEMENT entered into by and between Standard Airways, Inc., hereinafter referred to as the "carrier," and Hawaiian Odyssey Tours, Inc., hereinafter referred to as the "operator," in consideration of the respective mutual promises,

the parties hereto agree as follows:

I. "Flight" as used in this contract shall mean the arrangements for the direct carriage by air of passengers and their baggage from Seattle, Washington, and Portland, Oregon, to Honolulu, Hawaii, and the return carriage by air of passengers and their baggage from Honolulu, Hawaii, to Seattle, Washington and Portland, Oregon, fifteen days after the commencement of said carriage.

"Westbound segment" as used in this contract shall mean that portion of any flight commencing from Seattle, Washington and Portland, Oregon, and ending in Honolulu, Hawaii.

"Eastbound segment" as used in this contract shall mean that portion of any flight commencing from Honolulu, Hawaii, and ending in Seattle, Washington and Portland, Oregon.

II. The carrier hereby agrees to schedule and operate flights as herein defined, the first such flight departing Seattle, Washington and Portland, Oregon, Friday evening, December 22, 1961 and to schedule and operate a flight departing Seattle, Washington and Portland, Oregon, on Friday evening, January 5, 1962, and a flight departing Seattle, Washington, and Portland, Oregon, on each and every alternate Friday evening thereafter for the life of this contract.

accident to the aircraft not resulting from the lack of due diligence, for any other cause beyond the control of the carrier, however, notwithstanding the foregoing, in the event of the inability

the carrier for any reason to perform or complete any flight.

III. The carrier agrees to reserve, make available and sell to the operator, common carriage tickets for eighty-one (81) passenger seats on each of the flights referred to above, at a net cost to the operator of \$136.20 per passenger seat per flight and the operator agrees to buy these tickets for eighty-one passenger seats per flight at the above stated price.

IV. The carrier shall use an eighty-one passenger Lockheed Constellation or other suitable acceptable type aircraft and the service to be provided to the passengers on each flight by the carrier shall be what is generally accepted as "~~first~~ *Deluxe* class service" (except that the carrier shall only be required to carry forty-four (44) pounds of baggage per passenger seat) including but not limited to hot meals and all such service shall be at the carrier's expense.

V. Carrier agrees to assume responsibility for handling of passengers and baggage upon passenger arrival at any air terminal.

VI. The carrier will provide the aircraft at the commencement of each flight, properly manned, equipped and fueled, and will maintain it during the period of the flight. The operating personnel are the servants or agents of the carrier.

VII. The carrier shall exert every effort to avoid delay and to adhere to the established schedule; however, the carrier shall not be responsible for delay or prevention of the completion of any flight arising from any of the following: riots, strike, walkouts, civil commotions, interference by any government authority, acts of war, blockade, acts of God, fire, flood, fog, frost, ice, storms (including unusually severe weather conditions) epidemics, quarantines, requisition of the aircraft for cargo, breakdown or accident to the aircraft not resulting from the lack of due diligence, for any other cause beyond the control of the carrier. However, notwithstanding the foregoing, in the event of the inability

of the carrier for any reason to perform or complete any flight, journey or service contemplated by this agreement, in accordance with the schedule, the carrier will provide adequate housing and meals for the delayed passengers, reasonable telephone and telegraphic communication necessary to inform their families of their situation, and the carrier shall be under a duty to provide substitute transportation of equal quality in the event of the carrier's inability to perform any flight.

VIII. The parties hereto agree that the carrier may cancel his obligation to schedule and operate any and all flights required by this contract, by notifying the operator at the operator's place of business ten weeks prior to the departure of the last flight intended by the carrier. The parties agree that the operator may cancel any obligation to purchase seats on any flights herein contemplated, and thus relieve the carrier from scheduling any future flights, in the following manner:

(a) Prior to the first flight of the series herein contemplated, by giving notice to the carrier not less than ¹⁵ ten days before scheduled departure of said first flight.

(b) At any time thereafter, by giving notice not less than ¹⁰ five days prior to the Friday before the scheduled return arrival of any eastbound segment of any flight.

This notice shall be directed to the carrier at his principal office and shall inform carrier as to whether the operator intends to relieve the carrier of the obligation to complete the flight currently then in progress. In the event that the operator elects to require the carrier to complete the flight then in

STATE OF WASHINGTON
COUNTY OF KING

On this _____ day of _____, 1961, before me, the undersigned, a Notary Public in and for the State of Washington,

progress, the operator then hereby agrees to pay the carrier a sum below described, for a ferry leg, should such a ferry leg be necessary to insure that the carrier has a suitable aircraft available for the completion of the flight in progress. The sum that the operator shall pay to the carrier for said ferry leg shall be agreed to by the carrier and the operator, but in no event shall be greater than \$5,516.10. However, the carrier agrees that the operator shall be entitled to use of the aircraft on any ferry leg for carriage of passengers and freight.

IX Payment shall be made, cash in advance of any flight.

IX. If the operator does not terminate this agreement as herein provided, prior to the first flight, the carrier does hereby agree that, for a period of two years, the carrier will engage in no common carriage or charter to any person, club, agency, or group other than the U. S. Government; said common carriage or charters between the States of Washington, or Oregon, or the Province of British Columbia, Canada, and the State of Hawaii, without the express written permission of the operator.

*90
Denny
Gen apt*

WITNESS this _____ day of _____, 1961.

STANDARD AIRWAYS, INC.,

HAWAIIAN ODYSSEY TOURS, INC.,

STATE OF WASHINGTON)
COUNTY OF KING)

On this _____ day of _____, 1961, before me, the undersigned, a Notary Public in and for the State of Washington,

NOTARY PUBLIC in and for the State of California, residing at _____

duly commissioned and sworn personally appeared _____

and _____ to me known to be the _____ Presi-

dent and _____ Secretary, respectively, of HAWAIIAN ODYSSEY TOURS,

INC., the corporation that executed the foregoing instrument, and

acknowledged the said instrument to be the free and voluntary act

and deed of said corporation, for the uses and purposes therein

mentioned, and on oath stated that they are authorized to

execute the said instrument and that the seal affixed is the cor-

porate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

STATE OF CALIFORNIA)

COUNTY OF _____)

On this _____ day of _____, 1961, before me, the
undersigned, a Notary Public in and for the State of California,
duly commissioned and sworn, personally appeared _____

and _____, to me known to be the _____

President and _____ Secretary, respectively, of STANDARD AIRWAYS,

INC., the corporation that executed the foregoing instrument, and

acknowledged the said instrument to be the free and voluntary act

and deed of said corporation, for the uses and purposes therein

mentioned, and on oath stated that they are authorized to execute

the said instrument and that the seal affixed is the corporate

seal of said corporation.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.

NOTARY PUBLIC in and for the State
of California, residing at _____

My Commission expires _____