

# CHARTER AIR DIRECT

## PUBLIC CHARTER OPERATOR-PARTICIPANT CONTRACT

**THIS OPERATOR-PARTICIPANT CONTRACT (“CONTRACT”)** SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, **CHARTER AIR DIRECT, 999 Vanderbilt Beach Rd., Suite 710, Naples, FL 34108**, agree to provide the services set forth herein, in exchange for payment of the amount indicated on your invoice as the Price.

**RESPONSIBILITY:** We, as the principal, are responsible to you for arranging the charter flight, provided however, that in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier or other suppliers of any of the services in connection with the charter.

**RESERVATIONS AND PAYMENT:** This Contract forms part of your Reservation. We will confirm the reservation within 7 days. The ticket will be issued after (a) the reservation is confirmed and (b) you have paid the Price in full. Payment of the Price must be made with a valid U.S. bank-issued credit card. Charter Air Direct shall deposit such payment in a depository account.

**PRICE:** The Price represents the total cost – as reflected on your invoice and below – for the services you have purchased. The charter flights will operate on the dates and between the cities stated in this Reservation. U.S. and foreign air passenger taxes are included in the Price.

**AIRCRAFT:** We have arranged the charter flights with the air carrier identified below. We reserve the right to substitute the air carrier, if necessary. The air carrier also reserves the right to substitute the aircraft. The air carrier has a separate Contract of Carriage that states the conditions under which it provides air transportation services. You can obtain this separate document directly from the air carrier.

**BAGGAGE:** The air carrier has limited each passenger to one carry-on bag and two checked bags, the total weight of which cannot exceed 50 pounds. **Charges for baggage are:** \$0 for carry-on; \$0 for first checked bag; \$49 for second checked bag. If the air carrier confirms that space is available, the baggage fee shall be \$150 for a third checked bag. (Please note that carry-on luggage space is limited; if overhead capacity is full, or if the carry-on is oversized, the air carrier will provide complimentary gate check for your carry-on bag. Please see website for size limitations.) For INTERNATIONAL flights, the air carrier's liability for lost or damaged bags is limited to the actual value of the baggage but not more than the amounts set forth in the Montreal Convention. The Montreal Convention limits liability to 1,288 SDR per passenger traveling before, and 1,519 SDR per passenger traveling after, December 28, 2024 – regardless of the number of bags. You must submit a claim for lost or damaged baggage to the air carrier or to us within 7 days of the charter flight. Your claim must include the Baggage Check.

**SECURITY AGREEMENT:** We have protected your payment through two financial security agreements from (1) ACSTAR Insurance Company, 30 South Road, Farmington, CT 06032 and (2) CrossFirst Bank, 4582 S. Ulster Street, Suite 150, Denver, CO 80237 (collectively “the Securers”). These Securers protect your payment in case the charter flight does not operate. Unless you file a claim with us, or, if we are not available, with the Securers **within 60 days after the charter's completion**, the Securers will be released from all liability to you under the security agreements.

**CANCELLATION AND REFUND:** You have no right to a refund if you travel on the charter flight and are denied entry by foreign authorities. **Your right to a refund will be limited, if you cancel your reservation, or if you fail to travel on the charter flight.** If we resell your seat, you will receive a full refund, less a \$25 administrative fee. Otherwise, your right to a refund is:

<u>If we receive your notice:</u>		<u>You will receive:</u>
30 or more days before departure	→	Full refund less \$25 administrative fee
10-29 days before departure	→	50% refund
Less than 10 days before departure	→	No Refund, except government taxes on air

Refunds will be made within 14 days of receipt of your notice of cancellation.

**We have no right to cancel the charter flight less than 10 days before departure except in circumstances that make it physically impossible for the flight to operate.** If this occurs, we will notify you as soon as possible but no later than the departure date. If the charter is cancelled, we will issue a full refund within 14 days of the cancellation.

**MAJOR CHANGES:** If we make major changes before departure, you have a right to cancel and receive a full refund. The following are major changes: (a) a change in the departure or return date, unless the change results from a

flight delay (if a delay is longer than 48 hours, it will be considered a major change); (b) a change in the origin or destination city; or (c) a price increase (after a ticket is purchased) of more than 10 percent occurring 10 or more days before departure. In no event can we increase the Price (after a ticket is purchased) less than 10 days before departure. If a major change must be made to the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, we become aware that a major change must be made, we will notify you as soon as possible. **Within 7 days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation. You will receive a full refund within 14 days after your cancellation. If a major change occurs after the flight's departure, which you are unwilling to accept, we will refund, within 14 days of your scheduled return date, the portion of your payment that applies to the services not accepted.**

**INSURANCE:** Trip cancellation, health, and accident insurance may be available. If you are interested in receiving more information about this coverage, please consult an insurance provider of your choice.

**INTERNATIONAL FLIGHTS:** The operation of the charter flight is subject to the foreign government granting landing rights. If the air carrier cannot obtain landing rights and the flight is cancelled, we will issue a full refund to you automatically.

I have read and agree to the terms and conditions of the Operator-Participant Contract. The rights and remedies made available under this Contract are in addition to any other rights or remedies available under applicable law. However, we offer certain refunds (as stated above) under this Contract with the express understanding that the receipt of the refund by you waives any additional remedies.

RESERVATION SUMMARY			
<b>Reservation Number:</b>		<b>Price:</b>	
<b>Air Carrier:</b>	Freedom II Bermuda Limited	<b>Aircraft Type &amp; Capacity:</b>	EMB-170 w/ 64 seats
<b>Departure Date:</b>		<b>Return Date:</b>	
<b>Origination City:</b>		<b>Destination City:</b>	

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_