

**PUBLIC CHARTER
OPERATOR-PARTICIPANT CONTRACT**

This agreement sets forth the terms and conditions under which we _____ [name and address of charter operator] in return for payment of the amount indicated as the total charter price, agree to provide you this charter flight. **RESPONSIBILITY:** We, as the principal, are responsible to you for arranging and providing all of the services and accommodations offered in connection with these charter flights, *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, hotel, or other suppliers of any of the services being offered in connection with the charter. **RESERVATIONS AND PAYMENT:** A deposit of \$ _____ per passenger and a signed contract (see attached reservation form) is required to secure reservations. Complete payment is due _____ days before departure. Payment in full must accompany any application received less than _____ days before departure. If the charter is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

ALL CHECKS, MONEY ORDERS, AND CREDIT CARD PAYMENTS MUST BE MADE PAYABLE TO [BANK NAME] OUR DEPOSITORY BANK, OR TO YOUR TRAVEL AGENT, WHO IN TURN MUST MAKE HIS CHECK PAYABLE TO THE DEPOSITORY ACCOUNT AT THE BANK.

CHARTER PRICE: The charter price of \$ _____ includes a charter flight from _____ [origin city] to _____ [destination city] on _____ [date] and returning on _____ [date]. It also includes all applicable taxes, as well as _____ [Tour itinerary, if any, including name of hotel(s), length of stay at each, and other ground accommodations.]

Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for "major changes," as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

INSURANCE: Trip cancellation, health, and accident insurance are available. We strongly recommend it. This important, low-cost protection can save you money if you are forced to cancel or alter your trip. If you are interested in receiving more information about this coverage, please check the box marked "Insurance" on the reservation form. **BAGGAGE:**

The air carrier allows each passenger to bring on the flight [describe allowance, e.g., 2 pieces of checked baggage, neither piece larger than 62 inches total (L+W+H) dimensions or heavier than 70 pounds (32 kilograms)] For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than \$9.07 per pound (\$20 per kilogram) in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. Unless the actual weight is entered on the baggage check, each piece of checked baggage is presumed to weigh 32 kilograms and, accordingly, our liability is limited to \$640 per piece. For DOMESTIC flights, the carrier's liability is limited to \$1,250.00 per passenger total, for checked and unchecked baggage. **AIRCRAFT:** This flight will be performed by _____ [direct air carrier] using _____ [# of seats-aircraft model] aircraft. The air carrier reserves the right to substitute equivalent aircraft if necessary.

SECURITY AGREEMENT: Your payments are protected in part by a _____ [surety bond, security trust agreement, or letter of credit] that we have obtained from _____ [name and address of securer].

Unless you file a claim with us, or, if we are not available, with the securer within 60 days after the completion of the charter, the securer will be released from all liability to you under the security agreement **CANCELLATION AND**

Operator-Participant contract, page 2.

REFUND: IF YOU CANCEL YOUR RESERVATIONS: YOUR RIGHT TO RECEIVE A REFUND IS LIMITED, as set forth in the following schedule. All requests for refunds must be sent to us in writing or by telegraph.

<u>If your notice is received:</u>	<u>You will receive:</u>
_____ or more days before departure:	\$ _____
_____ to _____ days before departure:	\$ _____
Within _____ days before departure:	\$ _____
At any time, if we are able to resell your seat(s)	A full refund, less a \$25 administrative fee.
Or if you are able to provide a substitute	A full refund, less a \$25 administrative fee.

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

IF WE MAKE MAJOR CHANGES PRIOR TO DEPARTURE: YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND. The following are major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the air carrier. (If, however, the delay is longer than 48 hours, it will be considered a major change.) (2) a change in the origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (3) a substitute of any hotel not listed in this contract; and (4) a price increase of more than 10 percent occurring 10 or more days before departure. In no event can we increase your price less than 10 days before departure. If a major change must be made in 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 AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING.**

If a major change occurs after the departure of the flight, which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment, which applies to the services, not accepted.

IF WE MUST CANCEL THE CHARTER: WE WILL NOTIFY YOU IN WRITING WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled, we will make a full refund to you within 14 days after cancellation. 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 refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies. **INTERNATIONAL FLIGHTS:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund will be made to you automatically.

Operator-Participant contract, page 3.

Reservation Form [Must separate leaving entire Operator-Participant Contract with participant]

___ I have read and agree to the terms and conditions of the Operator-Participant Contract. I wish to sign up for the following flights:

Departure Date: _____ Return Date: _____

Departure City: _____ Destination City: _____

Tour package, if any, desired

___ Insurance: Please send me information on optional trip cancellation, health, and accident insurance. If there are not enough seats available on this flight to cover this reservation (**check one**):

___ Please return my payment immediately.

Please retain my payment and place my name on a waiting list for this flight. I understand that you will notify me within 7 days if my flight is fully booked.

PASSENGER NAME(S)		ADDRESS	TELEPHONE NUMBERS
<i>Last Name</i>	<i>First Name</i>	<i>Street, City, State, Zip</i>	<i>Home and Work</i>

1) _____

2) _____

3) _____

4) _____

My check, money order, or credit card payment in the amount of

\$_____ made payable to _____ (**bank**) or to _____ (**Travel Agent**) is enclosed.

Signature of Applicant: _____ Date: _____