

Departure Flight #	Departure Date	Ticket #	Destination:	Category:
Return Flight #	Return Date	Agency #	HAV Name of Agency	Type of pax
Last Name:		First Name:		Date of Birth:
Passport #:		Expiration Date:	Mother's Maiden Name:	
Country of issue:		Nationality:		
OFAC:				
A3: Specific License, #		A6 Professional Investigator		B1: Cuban Resident Return
A1 Diplomat (Official Visit)		A2 Journalist: Name of Organization		
A5 Member of Organization which the US is also a member		A7 Sport Competition Amateur or Semi - Pro		
Address:		City:	State:	Zip Code:

**OPERATOR PARTICIPANT CONTRAC**

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, **GULFSTREAM AIR CHARTERS INC.** 545 Lejeune Rd. Miami, FL 33126, 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 the chapter flight, provided however, that in the absence of negligence on ourpart, we are not responsible for personal injury or property damage caused by the air carrier or other suppliers of any of the service offered in connection with the charter.

**RESERVATIONS AND PAYMENT:** Attached to this Agreement is you Reservation Forms. We will confirm the reservation within 7 days after receiving the Reservation Form. If the charter flights is fully booked, we will advise you of alternate travel dates. The ticket will be issued only after the reservation is confirmed, and you must pay the full charter price when the ticket is issued. All checks, money orders, and credit card drafts must be made payable to your travel agent, who in turn must remit payment to **GULFSTREAM AIR CHARTERS INC.**

**CHARTER PRICE:** The charter price of \$ \_\_\_\_\_ represents your cost for a charter flight that departs from \_\_\_\_\_ to \_\_\_\_\_ Cuba on \_\_\_\_\_ and returns from \_\_\_\_\_, Cuba to \_\_\_\_\_ on \_\_\_\_\_.

Airport taxes and excess baggage charger are NOT included in the charter price and will be collected separately.

**AIRCRAFT:** This flight will be performed by \_\_\_\_\_, operating a \_\_\_\_\_ aircraft with \_\_\_\_\_ passenger seats. This air carrier reserves the right to substitute equivalent aircraft, if necessary.

**INSURANCE:** Health insurace is available. If you are interested in receiving more information about this coverage, please advise your travel agent.

**BAGGAGE:** The air carrier allows each passanger to bring on the flight 44 pounds of baggage. For **INTERNATIONAL** flight the air carrier's liability for lost or damage bags is limited to the actual value of the baggage, but no more than approximately \$9.07 per pound in the case of checked baggage and \$400.00 per passenger for unchecked baggage. If, however, you declare a higher value for you baggage and pay an additional charger there for in advance, the air carriers's liability will be higher. You must submit your claim to the air carrier or to us within 3 days of the charter flight, your claim must include a copy of the Baggage Check.

Unless the Baggage Check specifies the actual weight, we will presume that each checked bag weighs 44 pounds. In this case, liability is limited to \$400.00 per checked bag.

**SECURITY AGREEMENT:** Your payment is protected by a Surety Bond that we have obtained from Acstar Insurange (the "Securer"), 233 Main St., New Britain, CT 06050. 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 this Surety Bond.

**CANCELLATION AND REFUND:** If you cancel your reservation or if you fail to travel on the charter flight, your right to receive a refund is limited, as set forth below:

If your notice is received: 7 to 3 days before departyre you will receive: 50%

Within 3 days before departure \$ no refund

At any time, if we are able to resell yor seat A full refund less \$25.00 administrative fee

The requests for refunds must be sent to us in writing or by facsimile. Refunds will be made within 14 days of receipt of your notice of cancellation

We have no right to cancel the charter less than 10 days before departure except in circumstances that make it physically impossible to perform the charter trip. If this occurs, we will notify you as soon as possible but no later than the schduled departure. If the charter is cancelled, a full refund will be made 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 availaible under applicable law. However we offer refunds under this contract with the express understanding that receipt of the refund by you waives any additional remedies.

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

I have read and agree to the terms and conditions of the Operator-Participant Contract. I have signed up for the flight specified above and on the reservation Form.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_ Tel# \_\_\_\_\_