

**XAEL NEEDS THE ORIGINAL OF THIS FORM FOR EACH PASSANGER PRIOR TO DEPARTURE DATE. PLEASE ATTACH A COPY OF LICENSE**

Outbound Flight #:	Outbound Date:	Category: (R/T) (O/W) (R) (RP) (+I/L) +Land Svs	Destination:
Return Flight #:	Return Date:	TSP#	TSP Name:

**US PASSPORT or US ALIEN REGISTRATION INFORMATION (how it appears on US Document)**

Last Name:	First Name:		
Document # :	Expiration Date:	Document Type:	Passport      Recidency
US Address:	City:	State:	Zip Code:

**OTHER Country PASSPORT INFORMATION (how it appears on Other Country Passport)**

Last Name:	First Name:		
Document #:	Expiration Date:	Country:	
Dirección en Cuba:	Municipality:	Province:	

**OTHER PERSONAL INFORMATION**

Date of Birth:	Mother's Maiden Last Name:		
Country of Residence:	Citizenship /Nationality:	Gener:	Female      Male

**OFAC INFORMATION**

OFAC Category:	A1 Gov't Off G-562	A5 Prof. Res. P-564	A9 Rel. RL-566	A12 Tele.T-533	A3-Specific Lic.#:	Authorization Code:
	A2 Press Org J-563	A6 Prof.Conf. P-654	Agr. A-533	B1 Cuban Res.R-571		
	A4 Family Visit F-561	A8 Educational	A11 Medical M-533			

**PUBLIC CHARTER OPERATOR - PARTICIPANT CONTRACT**

**THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, XAEL CHARTERS, INC., 4475 SW 8th St., MIAMI, FL 33134, 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 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 offered in connection with the charter.

**RESERVATIONS AND PAYMENT:** Attached to this Agreement is your Reservation Form. We will confirm the reservation within 7 days after receiving the Reservation Form. If the charter flight 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 XAEL CHARTERS, INC.

The charter price of \_\_\_\_\_ represents your cost for a charter flight that departs from \_\_\_\_\_ TO \_\_\_\_\_, CUBA on \_\_\_\_\_

And returns from \_\_\_\_\_, CUBA on \_\_\_\_\_. Charter Price includes US Airport taxes and fees; Excess baggage charges are NOT included in the charter price and will be collected separately (See below). Foreign Taxes and fees are NOT included and will be collected separately by foreign authority.

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

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

**BAGGAGE:** The air carrier allows each passenger to bring on the flight 44 pounds of baggage. Excess baggage over the 44 pounds will be collected at the airport at the rate of \$2/lbs for standard baggage and \$3/lbs for boxes or non-standard baggage. An additional \$20 will be charged per piece of baggage checked. We guarantee 2 check-in bags per person with a max weight of 70 lbs per bag. 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 amount set forth in the Montreal Convention. Specifically, the air carrier's liability is limited to 1,131 Special Drawing Rights regardless of the number of check bags. If, however, you declare a higher value for your baggage and pay an additional charge therefore in advance, the air carrier'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.

**SECURITY AGREEMENT:** Your payment is protected by two financial security agreements that have been obtained (1)Acstar Insurance (Securer), 233 Main St., New Britain, CT 06050 and (2) First Niagara Bank (depository agreement), NA., 100 E. Lancaster Ave., Downingtown, PA 19335. 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 Surety Trust Agreement.

**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: If your notice is received more than 30 days before departure you receive full refund; if noticed is received between 8 to 30 days before departure you will receive 50%; if notice is received 7 days or less before departure there will be NO Refund; For any December Flights there will be NO refund. All 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 scheduled departure date. If the charter is canceled, a full refund will be made to you within 14 days after cancellation.

**INTERNATIONAL FLIGHTS:** This operation of the charter flight is subject to the Cuban government granting landing rights. If the air carrier cannot obtain landing rights, the flight will be canceled, and the 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: \_\_\_\_\_ Phone: \_\_\_\_\_