

## **PUBLIC CHARTER OPERATOR - PARTICIPANT AGREEMENT**

This Operator-Participant Agreement (Agreement) sets forth the terms and conditions under which **Advanced Air LLC (“Advanced Air”), 12101 Crenshaw Blvd., Suite 100, Hawthorne, California 90250** in return for payment in the amount indicated as the total charter price, agrees to provide you (Participant) with charter air transportation (Charter).

**Air Carriers and Aircraft:** Advanced is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. The Charter will be performed using Dornier 328 jet aircraft with 30 seats or the King Air 350 with 9 seats. Advanced Air reserves the right to change the aircraft type or capacity, or the air carrier performing the charter flight. No refunds or compensation will be given for such substitutions or changes.

Participant is not guaranteed single plane or non-stop service. If necessary, Advanced Air will make its best efforts to provide substitute service at comparable departure times, subject to operational constraints. Advanced Air also reserves the right to substitute scheduled air service, when necessary, at no additional cost to the Participant. If Advanced Air knows in advance of the need for substitute scheduled service, Participant will be notified no less than 72 hours prior to departure or as soon as the need for substitute service is known, and the Participant may either accept the scheduled service or request a full refund of the ticket price within 48 hours of notification.

The origin and destination cities for each flight leg, the dates of the outbound and return flights, and the amount and terms for payment will be printed on the ticket, which is incorporated herein by reference.

**Charter Price:** The charter price quoted to Participant includes charter air transportation and all applicable taxes and government-imposed user fees for the itinerary booked with Advanced Air. The participant is responsible for all incidental expenses. No refund will be made for services included in the ticket price which Participant chooses not to use.

**Reservations and Payment:** Full payment and acceptance of this Agreement are required to secure tickets. Credit card payments are the only form of payment accepted by Advanced Air. Credit Card payments for tickets and Bulk Ticket Books are processed directly into the escrow account at the depository bank, **First Merchants Bank**.

**Itinerary Changes and Cancellations:** The right to refund if the Participant changes plans is limited, except as outlined in the fare rules below. Refundability is dependent upon fare type purchased,

FARE RULES & FEES	FEE	ADDITIONAL INFORMAITON
<p>Non-Refundable Fare</p> <p>Public Charter</p>		<p>Non-Refundable tickets are non-refundable. Tickets may be changed free of charge, though a fare difference may apply. Non-refundable tickets may also be cancelled no later than 30 minutes prior to scheduled departure. Where ticket is cancelled subject to this limitation, Advanced Air will, as a matter of goodwill, provide Participant a complimentary voucher in the amount of the fare that is good for <u>one year from date of ticket purchase stated on Charter itinerary</u>, on the same route, provided the Charter flights on this route are still being operated. Flight must be booked and flown within one year from date of original ticket purchase. Residual value cannot be retained if only partial funds are used.</p>
<p>Refundable Fare</p> <p>Public Charter</p>		<p>Refundable fares are fully refundable any time up to 30 minutes prior to scheduled departure. Tickets may be changed free of charge, though a fare difference may apply. Failure to cancel a minimum of 30 minutes prior to originally scheduled departure will be considered “No-Show” and ticket value will be forfeited.</p>
<p>Non-Refundable</p> <p>Bulk Ticket Books</p>		<p>Valid for ten (10) one-way tickets for use during the specific Public Charter Schedule and PC #, identified at the time of purchase.</p> <p><b><u>Book is non-refundable; however, tickets are fully transferrable, changeable and refundable back to bulk account if changed or cancelled no less than 30 minutes prior to departure. 100% of funds will be held in defined Escrow Account until completion of</u></b></p>

		<u>associated Public Charter Schedule, at which time any residual value is non-refundable and will be forfeited.</u>
Cancellation Fees		<p><u>Tickets may be cancelled up to 30 minutes prior to scheduled departure for no fee.</u></p> <p>Any cancellations after this cutoff will result in forfeiture of full fare and are not eligible for refund.</p>
Change Fees	<p>Up to \$25</p> <p>+Fare difference may apply</p>	<p>All tickets may be changed free of charge up to 30 minutes prior to scheduled departure; a fare difference may apply.</p> <p><u>Name changes are permitted until one (1) hour prior to scheduled departure of the first flight of a Participant's charter itinerary on any ticket type. A \$25 fee per traveler will apply for a name change on a Non-Refundable Fare. No fee applies to a Refundable Fare. Participant must contact Advanced Air at 1-800-393-7035 and provide all necessary information to clear the named passenger for travel.</u></p>
Baggage Fees	\$0	<p>Guests are allowed one carry-on bag plus one personal item, such as a purse, briefcase or laptop computer.</p> <p>Additionally, each guest may check up to two pieces of baggage free of charge (<u>up to 50 lbs. in <b>combined</b> weight</u>). One ski boot bag + one ski/snowboard bag are considered one piece of baggage. Excluding odd size</p>

		baggage such as sports equipment, <u>maximum size allowed is 48 linear inches.</u>
Excess/Overweight Baggage Fees	\$50	Excess: Each additional bag over the allotted quantity (2) or size (48 linear inches, excluding sports equipment) is subject to a \$50 fee, regardless of fare type.  Overweight: Any bag over 50 lbs., regardless of fare type, is subject to a \$50 fee.
No Show Fee	100%	Failure to appear, cancel, or change a reservation at least 30 minutes prior to scheduled departure is considered a no-show. The entire reservation is cancelled and 100% of fare is forfeited.

**Complimentary Vouchers:** Complimentary vouchers issued by Advanced Air are non-refundable, non-transferable, and may not be redeemed for any cash value. All vouchers will expire one year from the date of issuance and any residual value at expiration will be forfeited.

**Insurance:** Insurance protection for trip cancellation, healthcare, and accidents may be purchased independently from third-party providers. Further information is available from Advanced Air upon request. Please email [bookings@flyadvancedair.com](mailto:bookings@flyadvancedair.com) or note under signature below.

**Major Changes:** If Advanced Air makes a Major Change prior to departure, Participant has the right to cancel and receive a full refund of the amount paid. 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 greater 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 the itinerary are visited; or (3) a price of more than 10% 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 charter program, Advanced Air will notify Participant 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 the scheduled departure, Advanced Air becomes aware that a Major Change must be made, Advanced Air will notify Participant as soon as possible. Within 7 days after receiving notification of a Major Change, but in no event later than departure, Participant may cancel Participant's reservation and Participant will receive a full refund of the ticket price within 14 days after cancelling. If a Major Change occurs after the departure of the Charter which Participant is unwilling to accept, Advanced Air will refund, within 14 days after your

scheduled return date, that portion of Participant's ticket price which applies to the services not accepted.

**Cancellation:** If Advanced Air must cancel the Charter, it will notify Participant in writing within 7 days of the cancellation, but in no event later than ten days before the scheduled departure date. Advanced Air has no right to cancel the Charter less than 10 days before the scheduled departure date except for circumstances that make it physically impossible to perform the Charter. If that occurs, Advanced Air will notify Participant as soon as possible, but no later than the scheduled departure date. If Advanced Air cancels the Charter, it will make a full refund of the ticket price to Participant 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, Advanced Air offers refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies. Participant must provide Advanced Air with sufficient contact information to receive notices of a Major Change. Requests for refunds should be sent to: [bookings@flyadvancedair.com](mailto:bookings@flyadvancedair.com) if you booked directly or through your third-party provider if booked through a third party.

**Free Baggage Allowance:** Each guest is permitted to check two pieces of baggage free of charge (up to 50 lbs. in total weight). One boot bag paired with one ski/snowboard bag are treated as one piece of baggage. As part of the free allowance, guests may also check a bicycle as one piece. The bicycle must be packed in a bike box and subject to available space on a first come first served basis. Carry-on baggage is limited to one item that is capable of being stored in the overhead bin and one small personal item. Advanced Air will transport a pet that remains confined to a suitable container that fits under the Guest seat. Participant needs to email [bookings@flyadvancedair.com](mailto:bookings@flyadvancedair.com) to confirm space. All checked and carry-on baggage must have outside baggage tags for identification.

**Limitation of Liability for Baggage:** Advanced Air refuses to accept the following high value, fragile, or perishable items as checked baggage: electronic equipment; musical instruments; ornamental items, including jewelry, wigs, wig boxes; antiques; silverware; clocks and watches; artistic items, including paintings, prints and photos; rugs; photographic equipment; recreational, camping, mechanical or sports equipment (except as otherwise provided herein); items made of paper; business documents; edible or perishable items including fruits; x-ray items and other light-sensitive materials; medicines; or cash and other negotiable instruments. No payment will be made for claims relating to loss or damage for the foregoing items.

Advanced Air's liability for loss of, damage to, or delay in the delivery of baggage or its contents is limited to proven damage or loss. Any baggage problems must be reported at the airport to a representative of Advanced Air or its agent at the time of Participant's claim. This procedure will include completing a baggage claim form which is required to process all claims. The Participant should contact Advanced Air with any questions regarding its baggage policies.

**Airport Check-In:** All Participants and all checked baggage must be checked in at the airport ticket counter no later than 30 minutes prior to the scheduled departure time.

**Security Agreement:** Participant's payments are protected in part by an Irrevocable Standby Letter of Credit held by Pacific Western Bank (Securer), 110 West A Street, Suite 200, San Diego, CA 92101. Unless Participant files a qualified claim with Advanced Air, or if Advanced Air is not available, with the Securer, within 60 days after the completion of the Charter (or in the case of cancellation, the intended date of your Charter), the Securer will be released from all liability to Participant under the security agreement. Termination means the date of arrival (or in the case of a canceled charter, the intended date of arrival) of the return flight. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's itinerary.

**Responsibility:** Advanced Air is the principal and is responsible to Participant for providing public charter air transportation services. In circumstances where Advanced Air is both Public Charter Operator and Direct Air Carrier, neither Advanced Air, its agents, servants, employees, nor Participant's travel agent assumes responsibility, unless negligent, for any claim, action, cause of action, injuries, losses or damages arising from the third-party supplier of services in connection with the charter, including but not limited to reservations; missed connections; costs or expenses arising out of personal injury, accident or death; quarantine; disturbances; government restrictions or regulations; inconveniences; loss of enjoyment; loss of pay; disappointment; mechanical breakdown; government action; strike; lockouts; war terrorism; weather; acts of God; force majeure; or other factors or causes beyond its control.

**Customer Service:** Advanced Air is committed to quality service. In the unlikely event that you have cause for dissatisfaction during your charter, please email [bookings@flyadvancedair.com](mailto:bookings@flyadvancedair.com).

**Travel Documents:** "Participant" is responsible to determine and obtain proper travel documentation such as visas, passports, and notarized authorizations. For more information on U.S. entry requirements, please visit [www.travel.state.gov](http://www.travel.state.gov) or [www.dhs.gov](http://www.dhs.gov). Please consult the Consulate of "Participant's" International Destination for further information on their entry requirements. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. All Guests must have a valid (unexpired) government-issued photo ID. For all Advanced Air Flights, a valid (unexpired) government-issued photo ID such as a passport or state-issued driver's license is mandatory for all persons 18 years of age or older. Temporary Driver's Licenses are NOT valid form of identification. WITHOUT PROPER IDENTIFICATION, YOU WILL BE DENIED BOARDING.

**General:** The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under the available law. If the Participant accepts a refund or alternative travel arrangements offered by Advanced Air, Participant waives all additional remedies available under applicable law. By executing this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the

entire agreement between the parties, and it completely supersedes any prior written or oral agreements or representations. This Agreement can be amended only in writing and must be signed by both parties. Any oral representations or modifications shall have no force or effect. California state law shall govern this Agreement. Any claim against Advanced Air must be presented in writing within ten days of the date of Participant's return flight, and Advanced Air is expressly not liable for any claims presented after said ten-day period.

**Acceptance:** Electronic signature or acceptance through the Internet, GDS, online travel agent, or travel agency including, but not limited to acceptance by the travel agent (as representative of the Participant) will be an acceptable form of acknowledgement to the terms and conditions of this Operator-Participant Agreement. No ticket will be issued unless the Participant (or his travel agent) accepts this Agreement.

For telephone sales where Participant pays by credit card, Advanced Air will send a copy of this Agreement by mail or electronic mail within 24 hours of payment acceptance. Participant must execute and return the Agreement to Advanced Air prior to travel.

Understood and accepted,

Signature of Charter Participant \_\_\_\_\_ Date \_\_\_\_\_

Please send Insurance Protection Information to \_\_\_\_\_ (email).