

AALTITUDE CLUB MEMBERSHIP

Limited Availability

Includes access to seasonal flights serving Mammoth Lakes, CA

TERM: November 22, 2023 – April 29, 2024

TERMS & CONDITIONS

- **Membership purchases are non-refundable.**
- All fees for flights, services and applicable taxes are included in price.
- **BENEFITS**
 - This is the only Membership Account that includes access to **seasonal flights serving Mammoth Lakes, CA.**
 - Includes up to ten (10) one-way flight segments on any scheduled, commuter, or public charter flight operated by Advanced Air, LLC during TERM. Segments can be booked in either direction and/or for multiple passengers on the same route. Booked segments are transferrable or changeable anytime up to 30 minutes prior to scheduled departure time with no fees.
 - Includes activation of your personal portal to manage individual reservations.
 - 50% discount on all parking fees at Hawthorne Airport.
 - Complimentary snacks and beverages on all flights.
 - Access to the premier AAltitude Lounge located at Hawthorne Airport
 - Subscription to AAltitude Magazine – Inaugural issue coming Winter 2023
 - Advance notification of all special events, pre-sale opportunities, promo codes, discounts, and special announcements for all Advanced Air scheduled, on-demand, and public charter flights.
 - Select promotional items provided periodically by Advanced Air, LLC and its partners.
- Seating is not guaranteed and will be provided on a space-available basis.
- **ALL BENEFITS EXPIRE AT END OF TERM identified above.** Membership has no cash value and no residual value and end of Term.
- **Please review Terms and Conditions, Membership Agreement, and Operator-Participant Agreement prior to purchase as you will be required to confirm your agreement in order to complete the purchase. Completion of the purchase of a Membership signifies your agreement to these policies.**

MEMBERSHIP AGREEMENT

This Direct and Indirect Air Carrier Charter/Membership Agreement (“Agreement”) between Advanced Air, LLC, Located 12101 Crenshaw Blvd., Suite 100, Hawthorne, CA 90250 (“AA”) and you (“Member”) sets forth the terms and conditions in which AA sells (i) individual seats (each, a “Seat”), or (ii) all seats (a “Charter”) on various aircraft between the locations requested (each, Seat and Charter may be referred to as individually or collectively, as a “Flight”).

Membership and any and all services offered by Advanced Air are subject to the terms and conditions set forth in the Membership Agreement, Terms of Use, Charter Terms and additional agreements applicable to certain services. In exchange for a membership fee, Advanced Air provides access to numerous services and benefits. Advanced Air reserves the right to change, suspend or terminate any of the services or benefits at any time, including, without limitation, changes, suspension or termination of any routes, types of aircraft used and/or operators that perform flights, and changes to (or imposition of new) fees or other charges for services or benefits. Membership fees are subject to change and include all applicable taxes. Advanced Air may offer a number of programs, including single-entity charters and Public Charters. For single-entity charters, Advanced Air will act solely as member's agent in arranging the flight. For Public Charter operations, Advanced Air will act as principal in buying and reselling the air transportation. Seats obtained under the Public Charter Program are subject to the Public Charter rules contained in 14 CFR 380.

Unless otherwise indicated in the Agreement, Member is subject to all Terms and Conditions below.

Federal Aviation Regulation Part 135/Part 135 Commuter/Public Charter Operations. Flights under this Agreement are performed by Advanced Air, an FAA licensed and DOT registered air carrier, or **other FAA/DOT LICENSED DIRECT AIR CARRIERS (“OPERATOR(S)”)** who shall have exclusive command, control and authority over initiating, conducting or terminating flights (“Operational Control”). Flights that are operated as Public Charters are additionally subject to DOT Public Charter Regulations at 14 C.F.R Part 380 and the Operator-Participant Agreement, incorporated herein as part of these Terms and Conditions. The Operator performing the flight will be subject to, among other things, flight time and duty time restrictions, airport limitations, and weather limitations. Member understands and agrees that the Operator shall have absolute discretion in all matters, including, without limitation, the preparation of the Aircraft for flight and the flight itself, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown and all matters relating to the operation of the Aircraft. Member specifically agrees that Operator shall have final and complete authority to alter or cancel any flight for any reason or condition that in its sole and absolute judgment could compromise the safety of flight. In addition, Operator shall have the right to refuse boarding to any person: (a) who appears to be intoxicated or under the influence of any illicit drug or controlled substance; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by Operator, or by government or airport authorities; (c) whose condition, including apparent illness or incapacity, in the sole judgment of the Operator would involve hazard to person or others; or (d) who fails to provide proper identification in compliance with applicable laws.

Seat selection is subject to availability and offered on a first-come, first-served basis. On all Flights, Operator reserves the right to assign specific seats to passengers.

Members can change, transfer, or cancel scheduled or public charter flights without cancellation fees up to 30 minutes prior to the flight departure time. Cancellation policies for any on-demand charter flights will be provided at the time of booking and standard cancellation fees will apply.

Complimentary vouchers are gratuitous and may be given to members as a promotion or matter of goodwill from time-to-time. These vouchers are given to members at Advanced Air's sole discretion and policies are subject to change at Advanced Air's sole discretion. Any unused voucher will expire twelve months after it was credited.

Baggage Policy. Members are allowed up to (2) bags per person (total of 50 lbs. maximum) and one (1) personal carry-on item (up to 15 lbs.) per Flight. Additional baggage requires Operator's pre-approval. Operator reserves the right to limit the amount of baggage in its sole discretion. AA nor Operators assume liable for lost, damaged, or delayed baggage.

Reselling Services. Member shall not re-market, transfer, assign or otherwise re-sell any services provided by Advanced Air LLC. Member may not act as an agent, use AA's logo, trademarks or service marks, or those of its Partners without AA's express written consent.

Force Majeure. AA shall have no liability for delay or failure to furnish the services contemplated by this Agreement when such delay or failure is caused by circumstances beyond AA's reasonable control ("Force Majeure"). Examples of Force Majeure shall include, but not be limited to, the following: acts of God, governmental actions, war, civil commotion, acts of terrorism, fire, explosion, flood, epidemic, labor disputes (whether or not relating to AA's or Operator's workforce) or restraints or delays affecting aircraft operators and carriers (including, without limitation, "slot delays", inability to obtain or delay in obtaining governmental approvals, permits and licenses), closure or congestion of airports, Air Traffic Control congestion, natural or nuclear disaster, adverse weather conditions, and mechanical failures. AA shall not be held liable, and Member agrees not to claim any damages against AA that Member might suffer as a result of delay or failure to make available to Member an Aircraft or services, if the delay was caused by Force Majeure, as defined herein.

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 are processed directly into the escrow account at the depository bank, **First Merchants Bank**. By agreeing to this Operator-Participant Agreement, in the event the initial flight you wish to reserve is unavailable, you authorize Advanced Air to retain your payment while attempting to make other arrangements satisfactory to you.

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 INFORMATION
Non-Refundable Fare		<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>
Refundable Fare		<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 Membership/Ticket Packages</p>		<p><u>Membership/Ticket Packages are non-refundable; however, tickets are fully transferrable, changeable and refundable back to account if changed or cancelled no less than 30 minutes prior to departure.</u></p>

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 combined weight</u>). One ski boot bag + one ski/snowboard bag are considered one piece of baggage. Excluding odd size baggage such as sports equipment, <u>maximum size allowed is 48 linear inches.</u></p>

Excess/Overweight Baggage Fees	\$50	<p>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.</p> <p>Overweight: Any bag over 50 lbs., regardless of fare type, is subject to a \$50 fee.</p>
No Show Fee	100%	<p>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.</p>

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 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 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 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.

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 or 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).