

**GULFSTREAM AIR CHARTER, INC.
RESERVATION FORM AND OPERATOR-PARTICIPANT CONTRACT**

RESERVATION INFORMATION:

Full Name (as shown on passport):	Country of Birth:
First Name:	Passport Country of Issue:
Middle Name:	Passport Number:
Last Name:	Passport Expiration Date (mm/dd/yyyy):
Date of Birth (mm/dd/yyyy):	Home Street Address:
Contact Telephone Number:	City, State, Zip Code:
Contact Email Address:	Gender:

OFAC CERTIFICATION:

I understand that the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) administers and enforces the Cuban Assets Control Regulations (CACR). I further understand that the CACR prohibits U.S. persons from engaging in travel transactions and from traveling to Cuba, unless they qualify for a general license or hold a specific (written) license. I have reviewed the CACR and/or other guidance on the travel restrictions. I hereby *certify* that (a) I am a U.S. citizen or permanent resident or otherwise subject to U.S. jurisdiction and (b) I qualify for a general license or hold an OFAC specific license, as marked below. I further confirm that, as a licensed traveler, *I am obligated to retain all records relating to my travel to Cuba for a period of five years.*

I SELECT BELOW THE GENERAL LICENSE THAT AUTHORIZES MY TRAVEL:

<input type="checkbox"/> 515.561	Family Visit	<input type="checkbox"/> 515.574	Support for the Cuban People
<input type="checkbox"/> 515.562	Official Business of U.S. or Foreign Government, or Intergovernmental Organ.	<input type="checkbox"/> 515.575	Humanitarian Projects
<input type="checkbox"/> 515.563	Journalistic Activities	<input type="checkbox"/> 515.576	Activities of Private Foundations or Research/Educational Institutes
<input type="checkbox"/> 515.564(a)(1)	Professional Research	<input type="checkbox"/> 515.545(b)(1)	Activities to Export/Import Informational Materials
<input type="checkbox"/> 515.564(a)(2)	Professional Meetings	<input type="checkbox"/> 515.545(b)(2)	Professional Media & Artistic Productions
<input type="checkbox"/> 515.565(a)	Educational Activities for credit or degree	<input type="checkbox"/> 515.533(c)(1)	Activities for DOC-Authorized Exports
<input type="checkbox"/> 515.565(b)	Educational Activities – People to People	<input type="checkbox"/> 515.533(c)(2)	Activities for Aircraft on Temporary Sojourn
<input type="checkbox"/> 515.566	Religious activities	<input type="checkbox"/> 515.559(d)	Activities for DOC-Authorized Medicines and Medical Supplies
<input type="checkbox"/> 515.567(a)	Competitions for amateur or semi-professional athletes	<input type="checkbox"/> 515.570	Returning Cuban nationals
<input type="checkbox"/> 515.567(b)	Public performance, clinics, workshops, other competitions, and/or exhibitions		

OR I HAVE OBTAINED SPECIFIC LICENSE FROM OFAC AND I STATE THE LICENSE NUMBER BELOW:

The specific license number is: _____. [Please provide copy to travel agent]

PUBLIC CHARTER OPERATOR-PARTICIPANT CONTRACT

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, GULFSTREAM AIR CHARTER, INC., 545 N.W. 42ND Street, Miami, Florida 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 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. We also are not responsible for personal injury or property damage caused by suppliers of non-transportation related services, including those relating to land and ground arrangements.

RESERVATIONS AND PAYMENT: This Agreement includes the Reservation Form. We will promptly confirm a reservation made by a travel agency through our reservation system. If, however, the reservation is submitted manually (in paper format), 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 have paid the charter price in full. All checks, money orders, and credit card payments must be made payable to **GULFSTREAM AIR CHARTER DEPOSITORY ACCOUNT**, or to your travel agency, which in turn must remit payment to the **GULFSTREAM AIR CHARTER DEPOSITORY ACCOUNT**.

CHARTER PRICE: The **charter price** stated below represents your cost for a charter flight on the dates and between the cities noted at the bottom of the Reservation Form. U.S. and foreign taxes are included in the charter price.

AIRCRAFT: We have arranged the charter flights with the carrier identified at the bottom of this Reservation Form. We reserve the right to substitute the air carrier, if necessary. The air carrier also reserves the right to substitute the aircraft. The air carrier has a separate Contract of Carriage, which states the conditions under which it will provide air transportation services. You can obtain this directly from the air carrier.

BAGGAGE: The air carrier allows each passenger to check **one** bag and one carry-on bag. Charges for excess baggage weight or for additional bags will be collected at the airport. **GULFSTREAM AIR CHARTER, INC.** charges a fee of \$2.00 per pound for the weight of all bags (including carry-on) over 44 pounds. 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 the amounts set forth in the Montreal Convention. Specifically, the air carrier's liability is limited to 1,131 SDR per passenger regardless of the number of checked bags. If, however, **you declare a higher value for baggage and pay an additional charge in advance**, the air carrier's liability will be higher. You must submit your claim for lost or damaged baggage to the air carrier or to us within 3 days of the charter flight. Your claim must include the Baggage Check.

SECURITY AGREEMENT: Your payment is protected by two financial security agreements that we have obtained from (1) Fidelity & Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196 and (2) Wilmington Savings Fund Society, FSB, 724 W. Lancaster Avenue, Suite 210, Wayne, PA 19087 (collectively "the Securers"). The Securers protect the payment in the case the charter flight does not operate. Unless you file a claim with us, or, if we are not available, with the Securers within 60 days after the completion of the charter, the Securers will be released from all liability to you under the security agreements.

CANCELLATION AND REFUND: You have no right to any refund if you travel on the charter flight and are denied entry by the Foreign Authorities. If you cancel your reservation or if you fail to travel on the charter flight, your right to receive a refund is limited. **If we resell your seat, you will receive a full refund, less \$25 administrative fee. Otherwise**, your right to a refund is set forth below:

If your notice is received:

30 or more days before departure:

15-29 days before departure:

Less than 15 days before departure:

You will receive

Full refund less \$25 administrative fee

50 % refund

No Refund, except government taxes

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 flight less than 10 days before departure except in circumstances that make it **physically impossible for the flight to operate**. If this occurs, we will notify you as soon as possible but no later than the departure date. If the charter is cancelled, we will issue a full refund to you within 14 days of the 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 the refund by you waives any additional remedies.

MAJOR CHANGES: If we make major changes before departure, you have a 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 the delay is longer than 48 hours, it will be considered a major change); (2) a change in the origin or destination city; or (3) 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 cancelling.** 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, the portion of your payment that applies to the services not accepted.

INSURANCE: Trip cancellation, health, and accident insurance may be available. If you are interested in receiving more information about this coverage, please check with your travel agent.

INTERNATIONAL FLIGHTS: The operation of the charter flight is subject to the foreign government granting landing rights. 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 also have read the OFAC Certification and hereby certify that I am authorized to travel to Cuba, as noted above.

Signature of Applicant: _____ Date: _____

Reservation Information:

Booking Number: _____

Departure Date: _____ Return Date: _____

Departure Airport: _____ Destination: _____

Air Carrier: _____ Aircraft Type & Capacity: _____

Charter Price: _____