

# U.S.-CUBA TRAVEL PARTICIPATION AGREEMENT

Gulfstream Air Charter, Inc. ("Gulfstream") offers a wide variety of services for travel to, from, and within Cuba. This U.S.-Cuba Travel Participation Agreement (the "Agreement") states the terms and conditions under which Gulfstream will provide these services to you.

## 1. General Terms and Conditions

The terms and conditions contained in this Agreement govern the relationship between Gulfstream and you. By booking a trip or requesting services (whether in person or by phone or email), you agree to be bound by the terms of this Agreement. These terms affect your rights to a refund or to raise any claim, the governing law that applies to your claim, and the forum where you may raise your claim.

If you need help in making air transportation arrangements, you also agree to the terms under which the carrier will provide the transportation.

## 2. Compliance With Regulations

The Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") administers and enforces the Cuban Assets Control Regulations ("CACR"). The CACR prohibits a person subject to U.S. jurisdiction from engaging in travel transactions and from traveling to Cuba, unless he or she qualifies for a general license or hold a specific (written) license. The CACR also requires that the person make a certification and provide certain personal information before receiving travel services. In accordance with the CACR, Gulfstream will require that you sign a certification stating that (a) you are a U.S. citizen or permanent resident or otherwise subject to U.S. jurisdiction and (b) you qualify for a general license or hold an OFAC specific license. Gulfstream also will require that you provide certain personal information, as required in the CACR and other applicable regulations.

Once you sign the required certification, you are considered a Licensed Traveler. As a Licensed Traveler, you must maintain all records relating to your travel to Cuba. These records include a copy of certification and copies of tickets, invoices, receipts, and itineraries. You must maintain these records for five (5) years from the date on which you return from Cuba or from the last payment in connection with your trip to Cuba, whichever is later.

You hereby agree to comply with the OFAC requirements to make the certification, provide the personal information, and maintain records. You also agree to comply with the conditions under the general or specific license that authorizes you to travel to and from Cuba.

### 3. [Travel Services](#)

Gulfstream can assist with your travel arrangements to, from, and within Cuba. These services include any one or more of the following:

**Transportation:** Booking air transportation to/from Cuba and issuing tickets on public charter flights;

**Other:** Making land/ground arrangements or providing land/ground packages (which may include hotel accommodations, meals, airport transfers, and/or other ground transportation arrangements);

**Visa/Passports:** Assisting with Cuban entry visa applications and (for Cuban-born persons) passport applications and other relevant authorizations.

Gulfstream offers these services pursuant to the general license in the Cuban Assets Control Regulations. Gulfstream is registered in the State of Florida as a Seller of Travel (#ST37275)..

### 4. [Air: Terms and Conditions](#)

You, as the Licensed Traveler, have different air transportation options. If you request that Gulfstream or one of its travel agents make a reservation and issue a ticket on a public charter flight operating between the U.S. and Cuba, the terms and conditions of your travel will be stated in the Operator-Participant Contract (the "OPC"). The OPC will identify the carrier, the baggage charges, the liability limitations, and the rights to a refund.

### 5. [Other Travel Arrangements: Terms and Conditions](#)

As a licensed travel agency, Gulfstream may reserve hotel accommodations, arrange ground transportation, and make other arrangements for your trip to Cuba (collectively "other travel arrangements"). Gulfstream will make these other travel arrangements with various suppliers in Cuba (the "Cuban Suppliers"). Each Cuban Supplier has different policies with respect to reservation changes and/or cancellations. The policies stated in Section (8) shall apply, unless Gulfstream advises you in writing that the policies are different.

### 6. [Itineraries](#)

You are responsible for participating in activities for which you are licensed to travel to Cuba. For example, if you qualify for a general license to participate in religious activities in Cuba, you are responsible for selecting the religious activities and preparing a full-time schedule of those activities (the itinerary).

Gulfstream may be able to assist you in booking certain activities for which you are licensed to travel to Cuba. If you request these services, Gulfstream will provide you with options

for your itinerary. It, however, is solely your responsibility to prepare the itinerary, participate in a full-time schedule of licensed activities, and maintain records relating to the trip.

## 7. Reservations and Payments

You may contact Gulfstream for assistance with your travel arrangements. Once you provide the proposed travel dates, Gulfstream will research air transportation options and the other arrangements.

With respect to air transportation, Gulfstream will provide you with flight options and book and confirm the reservation you have selected. If you elect to travel on a public charter flight, you must sign the OPC and submit the original OPC to Gulfstream, together with full payment of the airfare. The ticket will be issued only after Gulfstream has received the full airfare for the transportation.

With respect to the other travel arrangements, Gulfstream will advise you of the hotels, ground transportation options, and other services available on your travel dates. After you select the particular arrangements, Gulfstream will reserve the selected arrangements. Gulfstream will send you an invoice stating the price for the booked arrangements and any applicable service fees. Gulfstream must receive full payment of the invoiced amount, before it can obtain any confirmations and/or vouchers for the arrangements in Cuba.

Gulfstream accepts payment by check, money order, and credit cards. All payments must be made to: GULFSTREAM AIR CHARTER, INC.

## 8. Cancellation and Refund

You must submit all changes and cancellations in writing to Gulfstream. The date of cancellation shall be the date on which Gulfstream receives written notice from you. You acknowledge and agree to abide by any restrictions imposed by an air carrier and/or by any Cuban Supplier. This means that your right to a refund may be limited, if you change or cancel a reservation more than 24 hours after it has been made.

- If you cancel an **air reservation**, or if you fail to travel on the flight you booked, you may not be entitled to a refund. Your rights to a refund are set forth in the OPC (for charter flights) or in the contract of carriage (for scheduled flights). Airline tickets are not transferrable.
- In the case of the **other travel arrangements**, each Cuban Supplier restricts changes and cancellations in reservations:
  - If you make changes to the reservation less than 30 days before you travel, the Cuban Supplier may impose a penalty for making the

change. Gulfstream will advise you of the penalty amount. You hereby agree to pay Gulfstream the penalty amount immediately after you receive an invoice reflecting the penalty.

- If you cancel a reservation less than 16 days before you travel, the Cuban Suppliers will not refund any amounts paid for the travel arrangements. You hereby acknowledge and agree that Gulfstream is not responsible for issuing any refund that is not permitted under the Cuban Suppliers' cancellation policies.
- Gulfstream realizes that some people cancel reservations out of necessity. Cancellations, however, are costly to administer because they involve dedicated staff time and communication costs. Therefore, even if you cancel a reservation more than 30 days before you travel, Gulfstream shall issue a refund for the cancelled service, less a \$100 non-refundable administrative fee. This administrative fee is separate from and in addition to any penalties the carriers or Cuban Suppliers may impose.

Gulfstream cannot refund any fees or charges for assisting with Cuban passports and/or Cuban entry visas. This is the case even if the Cuban Consulate rejects or denies the application, does not issue the passport or Cuban entry visa, and/or denies entry into Cuba.

## 9. Liability Limitations

The responsibility of Gulfstream to assist you with your travel arrangements is limited. As a licensed travel agency, Gulfstream offers to reserve hotel accommodations, reserve or arrange ground transportation services, and make other arrangements that the Company purchases from or books with various suppliers, including hotels, air carriers, charter operators, ground transportation companies, and restaurants (collectively "Suppliers"). Gulfstream does not own or operate any of these Suppliers. The Suppliers are independent contractors and are not Gulfstream's agents or employees. As such, ***Gulfstream is not responsible for any direct, indirect, consequential, or incidental damages or for losses or expenses of any kind due to an act or omission of any Supplier, including (without limitation) any negligent or willful act or failure to act of, or breach of contract by, any Supplier or other third party.*** Gulfstream, therefore, is not responsible or liable for any change or downgrade in accommodations, any change or delay in transportation, any change in meal options or locations, any change or cancellation of any scheduled activity, a delay in the departure or arrival of any flight, a mechanical involving any flight, a missed flight or connection, or any other act or omission that is beyond Gulfstream's control.

In addition, the Cuban government is solely responsible for determining whether to issue a visa to you and whether to permit you to enter the Republic of Cuba on any particular visa

or other authorization. Gulfstream is not responsible for refunding any costs, fares, charges, or other expenses to you, if the Cuban government denies your entry into Cuba.

## 10. Miscellaneous

The contractual relationship between Gulfstream and you (the Licensed Traveler) shall be governed by and construed in accordance with the laws of the **State of Florida**, without consideration of conflict of laws principles. All disputes arising under this Agreement or with respect to Gulfstream's shall be before any court of competent jurisdiction located in Florida. Any action for damages (whether arising from contract, tort, or other legal principles) must be brought within one year from the date of departure or shall be irrevocably waived. The only exception to the immediately preceding sentence shall be for any claim or dispute relating to transportation that is subject to rules set forth in the OPC or any contract of carriage.