

# TRAVELSPAN INC – CHARTER PARTICIPANT AGREEMENT

Participant(s) acknowledge reading, agreeing and signing the Terms and Conditions set forth below:

- A. Responsibility:** This agreement sets forth the terms and conditions under which Travel Span Inc. 110 W 34 St., Suite 300, New York, NY 10001 in return for the payment of the amount specified as the total charter price, agrees to provide air transportation, as described in Travel Span solicitation materials.
- B. Reservation & Payment Schedule:**
1. All bookings are subject to Operator Participant Contract.
  2. **Deposits:** A deposit of \$100.00 per person is required for roundtrip bookings made 30 days or more before departure. Full payment, including taxes, must accompany all reservations made less than 30 days before departure.
  3. Full payment is due at least 30 days before departure. Failure to make payment in full at least 30 days before departure will place you in default and cause the loss of "confirmed" status and the imposition of applicable cancellation fees.
  4. **Depository Account:** All checks and money orders must be payable to Valley National Bank 110 W 34 St Suite 300, New York, NY 10001 or to your travel agent who must make their check payable to the depository account at the bank. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. There is no liability on our part in respect for any monies paid to your travel agent unless and until we notify (by way of a Booking Confirmation) that monies paid have been received by us.
  5. **Options:** TravelSpan accepts tentative reservations by telephone which will be held for a time limit according to the fare rule pending receipt of signed Booking Form with appropriate payment. Expired options results in a cancelled reservation.
- C. Surety Bond:** Your payments are protected in part by a \$200,000.00 Surety Trust Agreement which we have obtained from International Fidelity Insurance Co. Unless you file a claim with us, or if we are not available with IFIC, within 60 days after the completion of the charter, we will be released from all liability to you under this surety trust agreement.
- D. Cancellation & Refund Policy:** You have the right to cancel and receive a refund as set forth in the following schedule. To avoid disputes, cancellations should be advised in writing. Cancellation penalties apply as soon as Travel Span receives payment. Your right to refunds if you change/cancel your plans is limited. Travel agents may impose an additional service change. This must be explained to you at the time of booking.

If Cancellation Notice Received	Cancellation Changes
More than 30 days prior departure	\$100.00 pp
29 days or 16 days prior departure	NO REFUND, Credit towards future travel, less \$100.00 penalty
15 days or less prior departure or NO SHOW	NO REFUND

After commencement of travel, no refunds on any portions of ticket may be made. **Tickets are non-endorsable and non-refundable.**

**Changing your reservation:** Transferring from one flight to another means the cancellation of one flight and rebooking of another.

**If we make a major change** in your charter 10 or more days before scheduled departure, we will notify you within 7 days. If we change your charter less than 10 days before departure, we will notify you as soon as possible. Upon notice of a major change, you may cancel your charter by notifying us in writing within 7 days after you receive notice of the change and within 14 days a full refund would be given based on a written cancellation by you.

A major change constitutes:

1. Change in departure or return date, unless the airline notifies Travel Span within 2 days of a date change resulting in a flight delay of not more than 48 hours.
2. Price increase 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 we must cancel your charter we will notify you in writing within 7 days of such cancellation. Or you can, of course, transfer to another available flight. We guarantee that we will not cancel you charter less than 10 days before departure date except for circumstances, which make it physically impossible to provide your charter. In these circumstances, we will notify you and refund you as soon as possible. The right and remedies, made available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of the refund by a passenger waives the additional remedies.

- E. **Aircraft:** These flights will be by the charter carrier(s) and/or schedule carrier identified in the brochure. TravelSpan and the air carrier reserve the right to substitute equivalent aircraft if necessary.
  - F. **Insurance:** Health and Accident Insurance is available to protect you against unforeseen circumstances which may cause you to interrupt or cancel your trip resulting in extra coast.
  - G. **Baggage:** The direct air carriers liability is limited to the actual value of the baggage but not more than approximately \$9.07 per pound in the case of checked baggage and approximately \$400.00 per pax for unchecked baggage in computing these liability limitations a baggage weight of 50lbs, the maximum baggage allowed, will be presumed to be the total weight of the participants baggage recorded on the baggage check. All checked baggage is limited to 50lbs per passenger. The direct air carrier is not to be held responsible for any act of omission or event during the time passengers are not aboard its plane or conveyance.
  - H. **Proof of Identity:** A passport or travel identity document must be shown for International travel. Without proper identification you will not be permitted to board and must forfeit that flight.
  - I. **International Flights:** The operation of these flights is subject to the approval of the foreign government involved..
  - J. **Responsibility:** Travel Span shall not be responsible, in the absence of negligence on our Part, for personal injury or property damage arising out of the act of negligence limiting the foregoing. Travel Span shall have no liability to the passenger for the quality of services or for any delay in transportation including, but not limited to liability for inconvenience, shortened vacation time, additional expenses or any other kind of damage.
- Also, Travel Span will not be responsible for 1) mechanical breakdowns, government actions, weather, acts of God or other circumstances beyond its control; 2) the failure to obtain required documents, including passports, visas, death certificates, in which case the participant will forfeit all refund; **3) failure to follow instructions, including but not limited to, flight check-in information and baggage handling;** **4) The operator is not responsible for any misconnections or related expenses to/from its charter flights.**

**K. Receipt of payment will acknowledge acceptance of this agreement.**

Lead Passenger: I (we) have read the document and understand that reservations are accepted subject to the conditions stated in the Operator Participant Contract

\_\_\_\_\_

LAST NAME

\_\_\_\_\_

FIRST NAME

\_\_\_\_\_

SIGNATURE

**PASSENGER OR AGENT ADDRESS:**

**Name** \_\_\_\_\_

**Street** \_\_\_\_\_

**State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Client Home #** (\_\_\_\_) \_\_\_\_\_

**Business Tel #** (\_\_\_\_) \_\_\_\_\_

Flight From: \_\_\_\_\_ To: \_\_\_\_\_ Date: \_\_\_\_\_

Flight From: \_\_\_\_\_ To: \_\_\_\_\_ Date: \_\_\_\_\_