



## Operator-Participant Agreement Contract

This Operator-Participant Agreement (Agreement) sets forth the terms and conditions under which **JetSuiteX, Inc., 18952 MacArthur Blvd, Suite 200, Irvine, CA 92612 (JetSuiteX)**, 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:** The Charter will be performed using Embraer EMB-135 jet aircraft with 30 seats operated by Delux Public Charter, LLC ("Delux"), Embraer Phenom 100 jet aircraft with 4 seats operated by Superior Air Charter, LLC ("Superior") or Cessna CJ3 jet aircraft with 7 seats operated by Superior. Delux and Superior are direct air carriers certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. JetSuiteX 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, JetSuiteX will make best efforts to provide substitute service at comparable departure times, subject to operational constraints. JetSuiteX also reserves the right to substitute scheduled air service when necessary at no additional cost to Participant. If JetSuiteX 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 charter 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 electronic receipt, 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 JetSuiteX. 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 cards are the only form of payments accepted by JetSuiteX. **CREDIT CARD PAYMENTS ARE PROCESSED DIRECTLY INTO JETSUITEX'S ESCROW ACCOUNT AT THE DEPOSITORY BANK, FIRST**

**FOUNDATION BANK.** When travel is booked by participant through a retail travel agent, payments may be made payable to the agent, who must in turn shall make payment to First Foundation Bank.

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

**described below, X fares are non-refundable but the funds may be applied toward future travel. All funds issued for cancellation of X fares will be in the form of a travel voucher valid for future travel with JetSuiteX. The travel voucher funds must be used within 1 year after initial purchase. Xplus fares are fully refundable, subject to applicable fees. In order to be eligible to receive a travel voucher or full refund the Participant must cancel their flight 10 minutes prior to departure.**

**Fare Rules and Fees**

**Additional Information**

Cancellations, Refunds and Travel Vouchers	\$0.00	\$25.00	<b>X:</b> \$25 plus the difference in fare. Fee is waived within 24 hours after initial purchase <b>Xplus:</b> \$0 plus the difference in fare
Change Fees	\$0.00	\$25.00	<b>X:</b> Fares are nonrefundable but may be applied toward future travel on JetSuiteX <b>Xplus:</b> Fully refundable to original form of payment
Charge per bag	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included Extra/overweight Baggage
Charge per bag	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included
Extra/overweight Baggage Charge	\$0.00	\$50.00	Subject to aircraft performance day of departure
Phone Bookings	\$20.00	\$20.00	Charged per passenger per segment
Pets	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included
Unaccompanied Minor each way	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included
Drink and snacks	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included
Seat Selection (each way)	\$0.00	\$0.00	<b>X:</b> Fee is waived as a launch promotion <b>Xplus:</b> Included

- Until the Participant accepts the Agreement, the Participant is entitled to a full refund.
- Participant may receive a refund by furnishing JetSuiteX with a Substitute Participant. The balance of the amount paid for the ticket will be refunded after subtracting a \$25.00 Administrative Fee per change.
- Participant may receive a refund after subtracting a \$25 fee if the Participant cancels and JetSuiteX sells all of the available seats on the aircraft.
- If Participant’s fare is valid for a full refund back to original form of payment please email [guestservices@jetsuitex.com](mailto:guestservices@jetsuitex.com) or call 800-435-9579.

**Credit Vouchers and Free Flight Coupons:** Credit Vouchers and Free Flight Coupons issued by JetSuiteX are non-refundable, non-transferable, and may not be redeemed for any cash value. Vouchers and coupons will expire one year following date of issuance even if a charter program extends beyond the expiration date.

**INSURANCE:** Information on trip cancellation, health, and accident insurance is available from third party providers. Further information is available on request.

**MAJOR CHANGE: IF JETSUITEX 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 origin or destination city; (2) 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.); or (3) a price increase of more than 10% occurring ten or more days before departure. If a Major Change must be made in the Charter, JetSuiteX will notify Participant within seven days after first learning of the change, but in any event at least ten days prior to the scheduled departure. If less than ten days before the scheduled departure, JetSuiteX becomes aware that a Major Change must be made, JetSuiteX will notify Participant as soon as possible. **WITHIN SEVEN 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 FOURTEEN DAYS AFTER CANCELING. IF A MAJOR CHANGE OCCURS AFTER THE DEPARTURE OF THE CHARTER WHICH PARTICIPANT IS UNWILLING TO ACCEPT, JETSUITEX WILL REFUND, WITHIN FOURTEEN DAYS AFTER PARTICIPANT'S SCHEDULED RETURN DATE, THAT PORTION OF PARTICIPANT'S TICKET PRICE WHICH APPLIES TO THE SERVICES NOT ACCEPTED.**

**CANCELLATION:** IF JETSUITEX MUST CANCEL THE CHARTER, WE WILL NOTIFY PARTICIPANT IN WRITING WITHIN SEVEN DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN TEN DAYS BEFORE THE SCHEDULED DEPARTURE DATE. **JetSuiteX has no right to cancel the Charter less than ten days before the scheduled departure date except for circumstances that make it physically impossible to perform the Charter.** If that occurs, JetSuiteX will notify Participant as soon as possible. If JetSuiteX cancels the Charter, it will make a full refund of the ticket price to Participant within fourteen days after cancellation. Participant must provide JetSuiteX with sufficient contact information to receive notices of a Major Change. All requests for refunds should be sent to: JetSuiteX, Inc., 18952 MacArthur Blvd., Suite 200, Irvine, CA 92612.

#### **BAGGAGE:**

**Free Baggage Allowance:** Each ticketed passenger may check two suitcases weighing no more than 50 combined pounds. Each bag must be less than of 84 inches (length + width + height). Carry-on baggage is limited to one item that is capable of being stored below the seat (12" x 12" x 9") and one small personal item. All checked and carry-on baggage must have name tags for identification.

**Limitation on Liability for Baggage:** **JetSuiteX refuses to accept high value, fragile, or perishable items as checked baggage which includes:** electronic equipment; ornamental items, including jewelry, antiques; silverware; clocks and watches; artistic items, including paintings, prints and photos; rugs; photographic equipment; recreational, camping,

mechanical or sports equipment; 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.

**Delux and Superior limit their liability for proven actual and consequential damages for lost, damaged, or delayed baggage and its contents to \$3,500 per passenger.**

Any baggage problems must be reported at the airport to a representative of JetSuiteX 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. Participant should contact JetSuiteX with any questions regarding its baggage policies.

**Airport Check-In:** All Participants must check in at the Fixed Base Operator ("FBO") no later than 15 minutes prior to the scheduled departure time.

**SECURITY AGREEMENT:** Participant's payments are protected in part by an irrevocable letter of credit held by Wells Fargo Bank (Securer), Attn: U.S. Standby Trade Services, 749 Davis Street, 2<sup>nd</sup> Floor, MAC A0283-023, San Leandro, CA 94577. Unless Participant files a qualified claim with JetSuiteX, or if JetSuiteX 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 Participant's Charter), the Securer will be released from all liability to Participant under the security agreement. 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: JetSuiteX is the principal and is responsible to Participant for providing public charter air transportation services. Neither JetSuiteX, 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; damage, loss, theft or delay of baggage or other property; 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 their control.**

**Customer Service:** JetSuiteX is committed to quality service. In the event that you have cause for dissatisfaction during your charter, please contact one of our Guest Service Representatives at 1-800-435-9579 or email [guestservices@jetsuitex.com](mailto:guestservices@jetsuitex.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 passengers must have a government issued photo ID. For all JetSuiteX Public Charter flights a 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. WITHOUT THIS IDENTIFICATION, YOU WILL BE DENIED BOARDING AND WILL NOT BE GIVEN A RETURN.

**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 JetSuiteX, 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 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 JetSuiteX must be presented in writing within ten days of the date of Participant's return flight, and JetSuiteX is expressly not liable for any claims presented after said ten-day period.

**Acceptance:** Electronic signature or acceptance through the internet, GDS, or app 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 Participant's travel agent) accepts this Agreement.

For telephone sales in which the Participant pays by credit card, JetSuiteX will send a copy of this Agreement by mail or electronic mail within 24 hours of accepting payment by credit card. Participant must execute the Agreement prior to travel. Participant is entitled to a full refund if the Participant decides not to participate in the Charter after reviewing the Agreement.

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