

**"RESERVATION FORM"**  
**ABC Charters, Inc.**

(ABC needs ORIGINAL of this form prior to departure date) PLEASE USE ONE SHEET PER PASSENGER

Outbound FLT:	Date :	Ticket No:	Destination:
Return FLT:	Date :		
Category:	Agency:		

<b>US Passport or US Alien Registration Information:</b>			
Last Name:		First Name:	
Document No:	Expiration Date:	Document Type:	
US Address:	City:	State:	Zip:

<b>Other Country Passport Information:</b>			
Last Name:		First Name:	
Document No:	Expiration Date:	Country:	
Cuba Address:			
Municipality:		Province:	

Date of Birth:	Mother's Maiden Name:		
Country of Residence:	Citizenship:		Gender:
OFAC Category:	License No:		OFAC Auth. Code:

**PUBLIC CHARTER  
OPERATOR PARTICIPANT CONTRACT**

**THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, ABC CHARTERS INC. 1125 SW 87 AVE, MIAMI, FLORIDA 33174, 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 or other suppliers of any of the services offered in connection with the charter

**RESERVATIONS AND PAYMENT:** Attached to this Agreement is your Reservation Form. 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 must pay the full charter price when the ticket is issued. All checks, money orders, and credit card drafts must be made payable to your travel agent, who in turn must remit payment to **ABC CHARTERS, INC.**

**CHARTER PRICE:** The charter price of \_\_\_\_\_ represents your cost for a charter flight that departs from \_\_\_\_\_ to \_\_\_\_\_, Cuba on \_\_\_\_\_ and returns from \_\_\_\_\_, Cuba to \_\_\_\_\_ on \_\_\_\_\_. US Airport taxes are included in the charter price.

**AIRCRAFT:** This flight will be performed by \_\_\_\_\_, operating a \_\_\_\_\_ aircraft with \_\_\_\_\_ passenger seats. This air carrier reserves the right to substitute equivalent aircraft, if necessary.

**BAGGAGE:** The air carrier allows each passenger to bring on the flight 44 pounds of baggage. Excess baggage fees for total weight of all bags after the 44lb is \$2 per pound. Check baggage fee of \$20 per bag. We guarantee 2 check-in bags per person of a max weight of 70lbs per bag. 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 a copy of the Baggage Check.

**SECURITY AGREEMENT:** Your payment is protected by two financial security agreements that we have obtained from (1) Intercontinental Bank of Miami, 5722 SW 8 St. Miami, FL 33144 and (2) Valley National Bank, 1460 Valley Road, Wayne, NJ 07470. Unless you file a claim with us, or, if we are not available, with the Securer within 60 days after the completion of the charter, the Securer will be released from all liability to you under the security agreement.

**CANCELLATION AND REFUND:** You have no right to any refund if you travel on the charter flight and are denied entry by the Cuban 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** as set forth below:

<b><u>If your notice is received:</u></b>	<b><u>You will receive</u></b>
More than 30 days before departure:	Full refund
Between 8 and 30 days before departure:	50%
Within 7 days before departure	No Refund
For any December Flights	No Refund

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 less than 10 days before departure except in circumstances that make it **physically impossible to perform the charter trip**. If this occurs, we will notify you as soon as possible but no later than the scheduled departure date. If the charter is cancelled, we will make a full refund to you 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, we offer refunds under this contract with the express understanding that the receipt of the refund by you waives any additional remedies.

**INTERNATIONAL FLIGHTS:** The operation of the charter flight is subject to the Cuban 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 have signed up for the flight specified above and on the Reservation Form.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Tel#:** \_\_\_\_\_